

Rules and Regulations
The Villas of Racine Condominium Association, LTD

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The Villas of Racine

Administrative Rules and Regulations

Date Adopted: June 22, 2026

VILLAS OF RACINE CONDOMINIUM ASSOCIATION
RULES AND REGULATIONS

AUTHORITY, PURPOSE, AND APPLICABILITY

The Board of Directors of the Villas of Racine Condominium Association (“Association”) is authorized pursuant to the Declaration of Condominium, Bylaws, Articles of Incorporation, and applicable Wisconsin law to adopt, amend, interpret, and enforce reasonable Rules and Regulations governing the use, occupancy, operation, maintenance, and administration of the Condominium Property.

These Rules and Regulations are adopted to promote the health, safety, welfare, comfort, and enjoyment of all residents; to preserve property values; to protect the Common Elements and Association assets; and to ensure the orderly administration of the Association.

These Rules and Regulations apply to all Unit Owners, tenants, occupants, residents, family members, guests, invitees, contractors, and any other person present on the Condominium Property. Each Unit Owner is responsible for ensuring compliance by all occupants of the Unit and all persons visiting or acting on behalf of the Owner.

RELATIONSHIP TO GOVERNING DOCUMENTS

These Rules and Regulations supplement, and do not replace, the provisions contained in the Declaration, Bylaws, and Articles of Incorporation of the Association.

In the event of any conflict between these Rules and Regulations and the Declaration, Bylaws, Articles of Incorporation, or applicable law, the Declaration, Bylaws, Articles of Incorporation, and applicable law shall control in that order of priority.

No provision of these Rules and Regulations shall be interpreted to diminish any rights, obligations, easements, restrictions, or remedies established by the Association’s governing documents or applicable law.

ENFORCEMENT

The Association may investigate alleged violations of these Rules and Regulations and may take such enforcement action as authorized by the governing documents and applicable law, including notices of violation, hearings, fines, reimbursement assessments, suspension of privileges, self-help remedies where permitted, legal action, or any other lawful remedy available to the Association.

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SECTION A – ADMINISTRATION AND GOVERNANCE

RULE 1 – COLLECTION POLICY

- 1. Monthly Assessments** - Regular monthly assessments are due in full on the first (1st) day of each month.
- 2. Special Assessments** - Any special assessment, or installment thereof, levied by the Board shall be due and payable on the date or dates specified in the Board's notice to Owners.
- 3. Fines, Penalties, and Other Charges** - Any fine, penalty, reimbursement assessment, or other charge imposed by the Association shall be due and payable on the date or dates specified in the notice provided to the Owner.
- 4. Application of Payments** - All payments received by the Association shall be applied to the oldest outstanding balance on the Owner's account unless otherwise required by law. The Association shall not accept postdated checks or other payment instruments bearing a future date.
- 5. Date of Payment** - The date of payment is received by the Association, as reflected in the Association's records, shall determine the date of payment for all collection and accounting purposes.
- 6. Returned Payments** - If any payment is returned or dishonored for any reason, including but not limited to insufficient funds, a closed account, or a stop-payment order, the Owner shall be assessed a fee of Fifty Dollars (\$50.00) or the actual cost incurred by the Association as a result of the returned payment, whichever is greater.
- 7. Restricted Endorsements and Conditional Payments** - No statement such as "payment in full," "accord and satisfaction," or similar language placed on or accompanying any payment shall be binding upon the Association unless:
 - A. The statement is prominently displayed in red lettering;
 - B. The payment is directed to the attention of the Board; and
 - C. The Board formally accepts the payment and proposed settlement by motion at a duly called meeting.

If the Owner has been notified that the account has been referred to legal counsel for collection, any such payment must be submitted directly to the Association's attorney in accordance with Section 11 of this Rule.

- 8. Late Fees and Interest** - Any assessment, installment, fine, charge, or other amount not received by the Association within five (5) days after its due date shall be subject to a late fee of Fifty Dollars (\$50.00). A separate late fee may be assessed for each delinquent payment.

In addition, all unpaid balances shall accrue interest at the rate of one and one-half percent (1.5%) per month, or eighteen percent (18%) per annum, until paid in full.

- 9. Collection Procedures** - The Association may utilize the following collection procedures for delinquent Owner accounts. The Association reserves the right to accelerate or modify these procedures when deemed appropriate by the Board:

- A. At fifteen (15) days past due, a Board member or the Property Manager may contact the Unit Owner regarding the delinquency.
- B. At thirty (30) days past due, a first delinquency notice may be sent.
- C. At forty-five (45) days past due, a second delinquency notice may be sent.
- D. At sixty (60) days past due, the account may be referred to the Association's attorney for collection.
- E. At ninety (90) days past due, the account shall be referred to the Association's attorney for collection if it has not already been referred.

- 10. Collection Administrative Fee and Costs** - When an Owner account is referred to the Association's attorney for collection, the Owner shall be assessed an administrative collection fee of One Hundred Dollars (\$100.00).

In addition, the Owner shall be responsible for all costs of collection, including reasonable attorneys' fees, court costs, lien fees, recording fees, and any other expenses incurred by the Association in collecting the delinquent balance, to the extent permitted by law and the Association's governing documents.

11. Accounts Referred to Legal Counsel - Upon notice that an Owner account has been referred to the Association's attorney for collection, or when the Owner otherwise becomes aware of such referral, all future payments shall be submitted directly to the Association's attorney until the account is paid in full or the attorney directs otherwise in writing.

- A. While an Owner account remains in collection, the Association or its Property Manager may suspend routine billing statements and online account access.
- B. The Owner shall remain responsible for all legal fees and collection costs incurred in connection with the collection of the delinquent account, to the extent permitted by law and the Association's governing documents.

RULE 2 – ENFORCEMENT AND GRIEVANCE PROCEDURE

1. Schedule of Enforcement Actions and Fines - The following schedule of enforcement actions and fines may be imposed for violations of the Declaration, Bylaws, Rules and Regulations, and any other applicable covenants, conditions, restrictions, policies, or governing documents of the Association (collectively, the "Governing Documents"):

- A. **First Violation** – Written Warning. An Owner shall receive a written warning for a first violation of the Governing Documents. In addition, a Board member or the Property Manager may attempt to contact the Owner to explain the violation and the need for compliance with the Governing Documents.
- B. **Second Violation** – \$75 Fine. A fine of Seventy-Five Dollars (\$75.00) shall be assessed for a second violation of the Governing Documents or for a violation that continues after issuance of the written warning described above. The second violation need not be the same type of violation as the first violation.
- C. **Subsequent Violations** – \$150 Fine. A fine of One Hundred Fifty Dollars (\$150.00) shall be assessed for each additional violation of the Governing Documents occurring after the assessment of the fine described in subsection (b).
- D. **Enhanced Fine** – \$500.00. Notwithstanding the foregoing, the Board may assess a fine of Five Hundred Dollars (\$500.00) per violation of the Governing Documents if the Board determines that one or more of the following circumstances exist:

- i. The violation is in direct disregard of a prior directive or decision of the Board;
- ii. The violation was intentional, willful, or malicious;
- iii. The violation demonstrates a pattern of repeated noncompliance with the Governing Documents; or
- iv. The violation has caused damage or alteration that cannot reasonably be corrected, restored, or valued for purposes of determining monetary restitution.

2. Continuing Violations - Each day a violation continues may constitute a separate violation and may be subject to additional fines or enforcement action at the discretion of the Board.

3. Attorney Fees and Costs - The Board may assess against an Owner the actual attorney fees incurred by the Association in reviewing, investigating, or obtaining legal advice regarding a violation of the Governing Documents, to the extent permitted by the governing documents and applicable law.

- A. If the Association retains legal counsel to collect amounts owed, enforce the Governing Documents, pursue a claim against an Owner, defend a claim brought by an Owner, or respond to a counterclaim asserted by an Owner, the Association shall be entitled to recover all costs and expenses, including reasonable attorney fees, if the Association is the prevailing party and such recovery is permitted by law.
- B. If the Association retains legal counsel to represent its interests in any foreclosure, mortgage enforcement action, or other legal proceeding involving an Owner in which the Association is named as a party, the Association may recover its costs and expenses, including reasonable attorney fees, from the Owner to the extent permitted by the governing documents and applicable law.
- C. Nothing in this Rule shall limit or impair any rights or remedies available under applicable federal, state, or local fair housing laws.

4. Right to Grievance Committee Review - Any Owner or resident accused of violating the Governing Documents, or against whom a fine has been imposed, may request review by the Grievance Committee.

- A. Such request must be submitted in writing to the Board within fourteen (14) calendar days after the date of the notice of violation or fine.
 - B. If no written request for review is received within fourteen (14) calendar days, the determination of violation and any resulting fine shall become final.
 - C. Upon timely receipt of a written request, the matter shall be referred to the Grievance Committee within seven (7) days for review and recommendation in accordance with the Association's governing documents and applicable law.
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RULE 3 – GRIEVANCE COMMITTEE RULES AND PROCEDURES

- 1. Composition of the Grievance Committee** - The Grievance Committee shall consist of three (3) Association members appointed by the Board. No member of the Grievance Committee may be a current officer or member of the Board.
- 2. Term of Service** - The Grievance Committee may be established as either:
 - A. A standing committee, with members serving one-year terms; or
 - B. An ad hoc committee appointed by the Board on an as-needed basis to hear a specific grievance or dispute.
- 3. Voting** - A majority of the Committee members participating in a hearing shall determine the findings and decision of the Grievance Committee.
- 4. Conflicts of Interest** - No individual may serve on the Grievance Committee for any matter in which that individual has a personal interest, direct involvement, familial relationship, financial interest, or other conflict that could reasonably affect impartiality.
- 5. Grievance Hearing Procedures** - Upon receipt of a grievance properly referred to the Grievance Committee, the following procedures shall apply:
 - A. Notice of Hearing** - Written notice shall be sent to all parties by certified mail, return receipt requested, or by any other method permitted by the Association's governing documents and applicable law. The notice shall include:
 - i. The date, time, and location of the hearing;
 - ii. A description of grievance or alleged violation;

- iii. Notice of each party's right to be represented by legal counsel at their own expense; and
- iv. Notice that evidence may be received and a determination made regardless of whether a party attends the hearing.

B. Hearing Phases - The proceedings shall consist of two phases:

- i. The Hearing Phase; and
- ii. The Deliberation and Decision Phase.

C. Hearing Phase -The Hearing Phase shall be attended only by the Grievance Committee, the parties involved, their legal counsel, and any witnesses called to testify.

D. Deliberation and Decision Phase - The Deliberation and Decision Phase shall be closed to all persons except the members of the Grievance Committee. The Association's attorney may attend only if requested by the Committee for legal guidance.

E. Written Decision -The Committee shall issue a written decision to all parties within five (5) business days following the hearing, unless additional time is reasonably required.

F. Failure of Complainant to Appear - If the complainant or the complainant's representative fails to appear without good cause as determined by the Committee, the grievance may be dismissed without prejudice. The Committee may recommend assessment of reasonable and necessary costs incurred by the responding party because of the failure to appear, to the extent permitted by law and the Association's governing documents.

G. Failure of Responding Party to Appear - If the responding party fails to appear, the hearing may proceed in that party's absence. No adverse presumption shall arise solely from failure to appear. The complainant shall still bear the burden of proof.

H. Burden of Proof - The complainant shall bear the burden of proving grievance by a preponderance of the evidence.

RULE 4 – BOARD MEMBER NOMINATION AND ELECTION PROCESS

- 1. Eligibility for Candidacy** - Any Owner in good standing (e.g., no delinquent assessments, unresolved violations, or suspension of voting rights) of The Villas of Racine Condominium Association shall be eligible to serve on the Board of Directors, subject to any qualifications or restrictions contained in the Association's Declaration, Bylaws, or applicable law.
- 2. Methods of Nomination** - Candidates for election to the Board of Directors may be nominated through one of the following methods:

A. Advance Self-Nomination - Eligible Owners may submit a completed Candidate Nomination Form by the deadline specified in the election notice, typically no later than thirty (30) days prior to the Annual Meeting. The nomination form shall include:

- i. The candidate's full name and Unit number;
- ii. A statement explaining why the candidate wishes to serve on the Board;
- iii. A summary of any projects, initiatives, goals, or policy proposals the candidate wishes to pursue; and
- iv. A summary of the candidate's qualifications, including relevant professional experience, education, volunteer service, or community involvement.

Candidates who timely submit a completed nomination form shall be included on the printed ballot distributed for the Annual Meeting.

B. Floor Nominations at the Annual Meeting - A nomination period shall be conducted during the Annual Meeting immediately prior to the commencement of voting. During this period:

- i. Any eligible Owner present at the meeting may nominate themselves or be nominated by another eligible member;
- ii. The nominee must verbally accept the nomination at the time it is made; and
- iii. Upon acceptance, the nominee shall provide a brief statement addressing:
 - o Why the nominee wishes to serve on the Board;

- Any projects, initiatives, goals, or policy proposals the nominee wishes to pursue; and
- The nominee's qualifications include relevant experience, education, volunteer service, or community involvement.

C. Write-In Candidates - Ballots may include space for write-in candidates.

- i. A write-in candidate must be eligible to serve on the Board and must be present at the Annual Meeting.
- ii. Upon being identified as a write-in candidate, the candidate shall be given the opportunity to accept the nomination and provide a brief statement addressing the same topics required of floor nominees.
- iii. A write-in candidate who is not present to accept the nomination shall be deemed ineligible for election, and votes cast for that individual shall not be counted toward the election results.

3. Attendance and Acceptance Requirements - All floor nominees and write-in candidates must:

- A. Be present in person at the Annual Meeting;
- B. Verbally accept the nomination; and
- C. Provide a brief statement of interest and qualifications.

Any nominee who fails to satisfy these requirements shall not be eligible for election.

4. Voting Procedures - Voting shall occur after nominations have been closed.

- A. Each Unit shall be entitled to cast one vote for each open Board position, either in person or by valid proxy, as permitted by the Association's governing documents.
- B. Ballots shall be counted by inspectors of election, tellers, or other individuals designated by the Board prior to the election.

5. Election Results - The candidate or candidates receiving the highest number of valid votes shall be elected to the available Board positions.

- A. In the event of a tie affecting the outcome of the election, an immediate runoff vote shall be conducted during the same meeting among the tied candidates, provided a quorum remains present.
- B. No election shall be valid unless a quorum is established in accordance with the Association's governing documents. The governing documents state:
- C. The two current board members will select the third to fill in until the election can be re-run. This action occurs until quorum is met.
- D. For purposes of determining quorum, all valid ballots, proxies, and other forms of participation permitted under the governing documents shall be counted.

RULE 5 – OWNER INFORMATION AND EMERGENCY CONTACT REQUIREMENTS

- 1. Owner Information and Emergency Contact Form** - Each Owner shall complete and submit the Association's Owner Information and Emergency Contact Form within thirty (30) days of acquiring ownership of a Unit and shall always maintain a current form on file with the Association or Property Manager.

The form shall include, at a minimum:

- A. The Owner's current mailing address;
- B. A valid and regularly monitored telephone number;
- C. A valid email address; and
- D. At least one emergency contact who has access to the Unit or is reasonably able to gain access in the event of an emergency.

- 2. Duty to Maintain and Update Information** - Owners shall provide and maintain current and accurate contact information to enable the Association, Board, and Property Manager to communicate regarding emergencies, maintenance matters, assessments, meetings, notices, and other Association business.

Owners shall notify the Association or Property Manager and submit updated information within thirty (30) days of any change to the information contained on the Owner Information and Emergency Contact Form.

- 3. Reliance on Information Provided** - The Association, Board, and Property Manager may rely upon the most recent contact information provided by the Owner for purposes of

communications and the delivery of notices permitted under the Association's governing documents and applicable law.

4. **Enforcement** - Failure to maintain current and accurate information as required by this Rule may result in administrative action, fines, or other enforcement measures as authorized by the Association's governing documents and applicable law.

SECTION B – UNIT MAINTENANCE AND OWNER RESPONSIBILITIES

RULE 6 – OWNER REPLACEMENT OF EXTERIOR-FACING UNIT ELEMENTS

1. **Architectural Approval Required** - Prior to replacing, modifying, installing, or altering any exterior-facing Unit element, including but not limited to windows, patio or balcony doors, entry doors, garage doors, exterior light fixtures, balconies, railings, or screens, the Owner shall submit an Architectural Change Request Form and obtain written approval from the Board.
2. **Owner Responsibility for Costs** - All costs associated with the purchase, installation, maintenance, repair, replacement, and permitting of approved exterior-facing Unit elements shall be the sole responsibility of the Owner.
3. **Owner Responsibility for Installation** - The Owner shall be solely responsible for the quality and workmanship of all installation work and for compliance with all applicable federal, state, county, and local laws, codes, ordinances, permits, and regulations.

The Association and Board of Directors shall have no responsibility for such work and shall be held harmless from any claims arising from the installation, maintenance, repair, or replacement of the approved element.

4. **Compliance with Architectural Standards** - All approved replacements and modifications shall comply with the architectural standards established by the Association. Any installation that does not conform to the approved standards may be required to be corrected, modified, or replaced at the Owner's sole expense.

A. Screen Doors

Screen doors shall:

- a. Be full-view style screen doors;
- b. Be white in color;
- c. Maintain a uniform appearance consistent with the architectural design of the building; and
- d. Be subject to Board approval prior to installation.

B. Entry Doors

Entry doors shall:

- a. Be six-panel style doors;
- b. Match the existing architectural appearance of the building;
- c. Be painted in accordance with the approved building color scheme;
- d. For upper units replacing the complete door assembly, include divided sidelights consistent with the original building design; and
- e. Be subject to Board approval prior to installation.

C. Windows and Patio Doors

- a. Frames are white in color;
- b. Windows and patio doors include screens where applicable;
- c. The divided-light appearance matches the building's existing architectural design;
- d. Window grid patterns remain consistent with the original building design, including:
 - i. Standard windows: six-over-six configuration;
 - ii. Patio and balcony doors: five rows by four columns configuration; and
 - iii. Transom windows: eight-light configuration.

D. Garage Doors

- a. The garage door matches the appearance, design, and panel configuration of existing Association-approved garage doors;
- b. The color is sandstone or the Association's current approved garage door color; and
- c. The installation receives prior Board approval.

E. Balconies and Exterior Lighting

- a. Balcony decking, railings, and spindles may be constructed of wood or composite materials provided that:
 - i. The visible portions maintain a color and appearance consistent with the building's architectural design;
 - ii. The structural design and appearance remain substantially similar to the original installation; and
 - iii. Any replacement materials receive prior Board approval.
- b. Exterior light fixtures shall be substantially similar in style, size, finish, and appearance to the original Association-approved fixtures and shall be approved by the Board prior to installation.

- 5. Association Standards** - The Board may adopt, amend, or publish supplemental architectural guidelines, approved product lists, color specifications, and installation standards consistent with this Rule.
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RULE 7 – WATER LEAK DAMAGE MITIGATION AND INTRUSION PREVENTION

1. Purpose and Risk Acknowledgment - Water intrusion is one of the most common and potentially costly sources of property damage within the Association. Owners are responsible for taking reasonable preventive measures to reduce the risk of leaks, overflow, and water-related damage within their Units and affecting Common Elements or other Units.

2. Building Water Shut-Off Systems (Critical Knowledge Requirement) - Each building is equipped with a primary water shut-off valve located within a designated Lower Unit (identified by a star marking near the garage address) and a secondary exterior shut-off location.

- A. Exterior shut-off caps are marked in blue for identification.
- B. Owners are required to familiarize themselves with the location and basic operation of these shut-off systems.

- C. A shut-off T-bar tool is stored at the rear of the clubhouse for use on exterior shut-off valves.

3. Required Leak Detection and Prevention Equipment - Each Unit shall be equipped with the following:

- A. Water leak detection alarms installed in the following locations:
 - i. Under all sinks
 - ii. Near laundry equipment
 - iii. In utility or mechanical areas containing water heaters, floor drains, or HVAC condensate systems
- B. An accessible shut-off panel for the laundry closet plumbing area.
- C. Proper routing of HVAC condensate drains lines and water heater discharge lines to an approved floor drain.

4. Water Heater and HVAC Drainage Requirements - The water heater discharge spigot and HVAC condensate drain line shall be properly and permanently routed to the floor drain located in the Unit's utility closet.

- A. This system is intended to reduce water damage resulting from equipment failure, overflow, or discharge.
- B. The floor drain functions as an overflow safety mechanism and will only receive water once liquid reaches the drain opening elevation.

5. Laundry Closet Shut-Off Access Panel Requirement - Each Unit shall maintain an accessible water shut-off access panel in the laundry closet area.

- A. The purpose of this requirement is to allow rapid access to plumbing shut-off valves in the event of a leak or overflow.
- B. Access panels may be installed and finished to match surrounding wall surfaces, if access always remains unobstructed.

- C. Owners may install the panel themselves or retain a qualified contractor at their own expense. The Association may, at its discretion, provide vendor referral information.

6. Leak Reporting and Emergency Response Requirements - Owners shall report any known or suspected water leak to the Property Manager within forty-eight (48) hours of discovery.

- A. Upon discovery of a water leak, Owners shall immediately take reasonable steps to mitigate damage, including:
 - i. Contacting the Property Manager
 - ii. Notifying affected neighboring Units, if applicable
 - iii. Contacting a licensed plumber or repair professional
 - iv. Shutting off water supply when necessary
 - v. Notifying their insurance carrier

7. Planned Work and Water Shut-Off Coordination - Owners shall notify the Property Manager prior to any plumbing work or any work requiring water shut off.

- A. Owners are responsible for coordinating any required water shut off with:
 - i. The Property Manager; and
 - ii. The Owner responsible for the building shut-off valve location
- B. Reasonable advance notice shall be provided to affected Owners when water service interruptions are anticipated.

8. Recommended Supplemental Mitigation Measures (Non-Mandatory) - The following measures are recommended but not required:

- A. Water-absorbent mats in utility and mechanical areas
- B. Water heaters drain pans for minor leak containment

9. Illustrations and Reference Materials (Non-Binding) - Photographs, diagrams, and installation examples provided by the Association are for illustrative purposes only to assist Unit Owners in understanding the requirements of this Rule.

In the event of any conflict between written requirements and visual materials, the written Rule shall control. Illustrations do not create additional obligations or modify enforceable requirements.





RULE 8 – OWNER NEGLIGENCE

1. Owners are responsible for the proper maintenance, repair, and safe operation of all mechanical, electrical, plumbing systems, and appliances located within their Units.
2. Owners must report any defect or condition that has caused, or may reasonably cause, damage to their Unit, Common Elements, or other Units to the Property Manager within forty-eight (48) hours of discovery.
3. Owners must immediately discontinue use of any defective system, fixture, or appliance that is causing or contributing to damage, until such issue has been repaired. For example, if a shower is leaking and causing damage to Common Elements or other Units, it must not be used until repaired.
4. Failure to properly maintain a Unit, failure to timely report defective conditions, and/or continued use of defective systems or fixtures shall constitute negligence on the part of the Owner. Any resulting damage determined to be caused by such negligence shall be the sole responsibility of the Owner and not the Association.

RULE 9 – USE OF LICENSED CONTRACTORS FOR ELECTRICAL AND PLUMBING WORK

Owners are required to use properly licensed, bonded, and insured contractors for all electrical and plumbing work performed within their Units.

RULE 10 – CARE OF UNOCCUPIED UNITS -WINTERIZING THE UNIT

1. Owners who leave their Units unoccupied for any extended period (including, but not limited to, vacations, seasonal occupancy, extended travel, hospitalization, or residence in care facilities) are responsible for ensuring their Units are properly maintained and winterized during colder months. Failure to do so may result in significant damage, including frozen or burst pipes affecting other Units and Common Elements.
 2. Winterization shall include, at a minimum, the following requirements:
 - A. Heating systems must remain operational and set to a minimum temperature of fifty-five (55) degrees Fahrenheit.
 - B. Fireplace pilot lights, where applicable, should remain turned on to assist with heat circulation.
 - C. Interior doors, including primary bedroom closets and furnace room doors, should remain open to allow warm air circulation.
 - D. Water supply valves to toilets and sinks should be shut off when the Unit is unoccupied for extended periods.
 - E. Cabinet doors under sinks should be left open to reduce the risk of freezing.
 3. As stated in The Villas Declaration, Article V, Section 5.12 (Negligence of Owner), any damage caused to other Units or Common Elements due to an Owner's failure to properly maintain or protect their Unit shall be deemed negligence and shall be the responsibility of the Owner.
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RULE 11 – GARBAGE AND RECYCLING

1. Collection Service

- A. Garbage and recycling collection services are provided by GFL Environmental.
- B. Trash collection occurs every Wednesday.

- C. Recycling collection occurs every other Wednesday according to the schedule established by GFL Environmental.

2. Holiday Schedule

- A. If a recognized federal holiday occurs earlier in the week, collection service will be delayed by one (1) day.
- B. Recognized holidays include:
 - i. New Year's Day
 - ii. Martin Luther King Jr. Day
 - iii. Memorial Day
 - iv. Independence Day
 - v. Labor Day
 - vi. Thanksgiving Day
 - vii. Christmas Day

3. Container Placement and Removal

- A. Trash and recycling containers may be placed at the designated collection location no earlier than 24 hours before the scheduled pickup.
- B. Containers should be placed several feet away from each other for ease of pick up.
- C. Containers must be removed and returned to the garage no later than 24 hours after collection.
- D. Containers shall be stored in the garage except during the approved collection period.

4. Container Maintenance

- A. Owners are responsible for maintaining their containers in a clean and sanitary condition.
- B. All trash and recyclable materials shall be placed inside the appropriate containers with lids securely closed.
- C. Owners shall promptly clean up any waste, litter, or debris that escapes from containers.

5. Prohibited Practices

- A. Accumulation of garbage, recycling, bulk items, or refuse outside approved containers is prohibited.

- B. Dumping of household waste in common areas or on Association property is prohibited.

6. Special Pickups and Container Service

- A. Each Unit is entitled to one (1) free special pickup per calendar year through GFL Environmental, subject to the contractor's terms and conditions.
- B. Owners are responsible for scheduling special pickups directly with GFL Environmental.
- C. Items awaiting a scheduled special pickup must be stored inside the Owner's garage and may not be placed outside, on patios, balconies, driveways, common areas, or limited common elements prior to the scheduled pickup date.
- D. Items scheduled for special pickup may be placed at the designated collection location no earlier than the morning of the scheduled pickup.
- E. For special pickups, replacement containers, or container exchanges, Owners should contact GFL Environmental at (262) 679-0860. When contacting GFL Environmental, Owners should provide both their unit address and the Association's main address: 9600 Roxbury Boulevard.
- F. All Owners, residents, tenants, and guests shall comply with this Rule and any applicable municipal requirements regarding waste and recycling disposal.

SECTION C – PROPERTY USE AND ARCHITECTURAL STANDARDS

RULE 12 – USE OF COMMON AREAS

1. General Enforcement - Violations of this Rule may result in fines and/or charges for the cost of repairing or restoring any damage caused by the violation, to the extent permitted by the Association's governing documents and applicable law.

2. Prohibited Structures and Installations - No gazebo, tent, stake, pole, bounce house, or other temporary or permanent structure shall be installed, erected, or placed on any Common Area without prior written approval of the Board of Directors.

3. Access to Common Areas - No Owner, resident, or guest may obstruct, restrict, or interfere with another Owner's lawful access to Common Areas, including shared outdoor amenities such as water spigots or hose bibs.

4. Maintenance and Alterations - Owners shall not mow, landscape, alter, modify, or perform maintenance on any Common Areas without prior written approval from the Board of Directors or its authorized designee.

5. Holiday Decorations - Holiday decorations may be installed no more than thirty (30) days prior to the applicable holiday and must be removed within seven (7) days following the conclusion of the holiday.

- A. For holidays spanning multiple days, the removal period shall begin seven (7) days after the final day of observance.
- B. Holiday lighting installed during the winter season shall be removed no later than January 31.
- C. Large inflatable decorations, bounce houses, and similar structures are prohibited at all times, regardless of holiday or occasion.

6. Pond Use Prohibition - Pursuant to Article V, Section 5.11(f) of the Declaration (Use of Property – Recreational Areas; Detention Ponds), the Association's detention ponds are designated solely for stormwater management and drainage.

- A. No recreational use of any kind is permitted, including but not limited to boating, swimming, wading, fishing, or similar activities in, on, or about the ponds.
- B. The relevant governing language is incorporated herein by reference and shall control in the event of any conflict.
- C. Dumping, disposing of, washing, or introducing any materials, substances, or debris into Association ponds or water features is strictly prohibited.

7. Wildlife Feeding - The Board recognizes that residents may enjoy observing wildlife and, in limited circumstances, feeding birds and other wildlife.

The purpose of this Rule is not to prohibit all wildlife feeding throughout the community, but to regulate such activities to prevent the accumulation of seeds, droppings, nesting materials, and other debris near Association buildings.

These conditions can contribute to unwanted vegetation growth, attract insects and other pests, increase maintenance costs, and cause damage to Association property.

- A. Accordingly, wildlife feeding activities must not occur within twenty (20) feet of any Association building.
 - B. The Association may require remediation, cleanup, or abatement of conditions created by a violation of this Rule at the Owner's expense.
-

RULE 13 – SATELLITE DISHES AND OUTDOOR ANTENNAS

1. General Applicability and Compliance with Law - This Rule applies to all Owners installing or maintaining satellite dishes, television antennas, CB antennas, or similar receiving devices.

This Rule shall be interpreted and applied in compliance with all applicable federal, state, and local laws. In the event of a conflict, applicable law shall control.

2. Notice and Approval - Owners shall complete the Architectural Change Form for Board approval prior to installation of any satellite dish or antenna. Installation shall comply with any reasonable architectural or placement guidelines established by the Association, provided such guidelines do not conflict with applicable law.

3. Location and Placement Restrictions - Satellite dishes and antennas shall not be installed in Common Areas or Limited Common Areas without prior written approval of the Board.

- a. Preferred installation locations include Unit balconies, patios, or decks, provided adequate reception can be achieved.
- b. If adequate reception cannot be obtained from standard locations, the Owner may submit a written request to the Board for approval of an alternative placement location.
- c. Installations shall not interfere with Association operations, utilities, maintenance access, or the rights of other Owners.

4. Installation Standards - All satellite dishes and antennas shall be professionally installed.

- a. Satellite dishes shall not exceed three (3) feet in diameter, unless otherwise required by applicable law.
- b. Wiring shall be installed in a manner that minimizes impact to the building exterior and shall not penetrate masonry surfaces.

- c. Wiring must be routed through existing Unit openings such as windows, doors, or door frames, or other approved access points consistent with the definition of the Unit under the Association's governing documents.

5. Removal and Restoration - Satellite dishes, antennas, and related wiring shall be removed upon the earlier of: Termination of service; or Sale or transfer of the Unit.

- a. Upon removal, the Owner shall restore any Common Areas or Limited Common Areas affected by installation or removal to their original condition at the Owner's sole expense.
- b. If a prior Owner fails to remove or properly restore the installation, the current Unit Owner may be responsible for associated costs to the extent permitted by law and the Association's governing documents.

6. Enforcement - Failure to comply with this Rule may result in enforcement action, including fines and/or restoration requirements, as permitted by the Association's governing documents and applicable law.

RULE 14 – OUTSIDE WATER FAUCETS AND WINTERIZATION REQUIREMENTS

1. Seasonal Shutoff and Activation - Lower Unit Owners shall be responsible for shutting off and draining exterior water faucets no later than November 1st of each year. Exterior water faucets shall not be turned on prior to April 1st of each year, unless otherwise authorized by the Board due to weather conditions or maintenance requirements.

2. Shared Use of Exterior Faucets - Exterior water faucets are Common Elements and are available for use by all Owners. No Owner shall obstruct, interfere with, or restrict another Owner's reasonable access to or use of exterior water faucets.

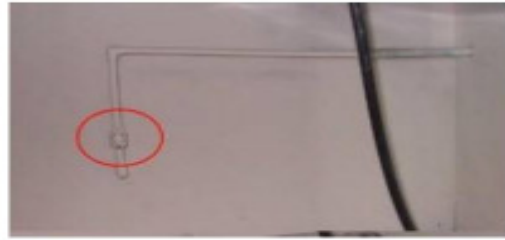
3. Winterization and Property Protection - Lower Unit Owners who leave their Units unoccupied during winter months shall maintain interior temperatures at no less than fifty (50) degrees Fahrenheit to help prevent freezing of water lines.

- a. Interior doors to furnace rooms or mechanical rooms should be left open during extended winter absences to allow warm air circulation and reduce the risk of frozen pipes.
- b. Owners are responsible for any damage resulting from failure to properly winterize their Unit, including but not limited to plumbing damage, leaks, or related repairs affecting Common Elements or other Units.

4. Enforcement - Failure to comply with this Rule may result in fines and/or recovery of repair costs associated with damage caused by noncompliance, to the extent permitted by the Association's governing documents and applicable law.



Outside Tap located near patio



Turn valve (circled in red below) for outside tap off in the winter and drain the water out from outside by turning the water on, on the outside faucet, then turn the water handle off after water is drained out.

RULE 15 – UNDER BALCONY “DRY SPACE” INSTALLATION

1. Approved Product and General Authorization - The Board has approved the installation of under-balcony water diversion systems commonly referred to as “Dry Space” or similar products, subject to compliance with this Rule.

2. Approval and Notice Requirements - Owners shall complete the Architectural Change Form for Board approval prior to installation of any Dry Space system. Where installation affects or attaches to a Limited Common Element (including balconies), the installing Owner must obtain any required consent from the Owner to whom the Limited Common Element is assigned prior to installation, in addition to Board approval.

3. Installation Standards - All systems shall be properly installed in accordance with manufacturer specifications and applicable building standards. If the system is improperly installed, the Board reserves the right to require correction, modification, or removal at the Owner's expense. The color and appearance of the system shall be compatible with and match, as closely as practicable, the color of the associated deck or balcony structure.

4. Maintenance Requirements - Systems shall be removed and cleaned at least once per year to ensure proper function and to prevent damage or deterioration.

5. Liability and Responsibility - Owners are fully responsible for any damage to the balcony, deck, building structure, or Common Elements resulting from installation, maintenance, failure of the system, or weather-related impacts. Any such damage shall be repaired at the Owner's sole expense to the extent permitted by the Association's governing documents and applicable law.

6. Enforcement - Failure to comply with this Rule may result in corrective action, including required removal, restoration, fines, and/or cost recovery, as permitted by the Association's governing documents and applicable law.

RULE 16 – BALCONY AWNING INSTALLATION

1. Approval and Notice Requirement - Owners shall provide written notice to the Board prior to installing any awning over balcony doors or on any balcony area.

2. Installation and Cost Responsibility - All costs associated with the installation, maintenance, repair, and removal of balcony awnings shall be the sole responsibility of the Owner.

3. Design and Installation Standards - balcony awnings shall be limited to neutral colors, including taupe or tan. Awnings may be manual or motorized, provided they are installed in a safe and professional manner. Awnings shall not extend beyond or overhang the balcony structure or encroach upon Common Areas or adjacent Units.

4. Use and Weather Conditions - Awnings shall not be left extended or deployed continuously.

Awnings should be retracted when the Unit is unoccupied and during adverse or windy weather conditions. Owners are responsible for any damage caused by failure to properly retract or secure the awning during weather events.

5. Liability and Responsibility - Owners assume full responsibility for all aspects of awning installation and use, including compliance with applicable building codes and regulations.

The Association and Board shall have no responsibility for installation, maintenance, damage, or performance of any awning and shall be held harmless to the fullest extent permitted by law.

6. Enforcement - Failure to comply with this Rule may result in corrective action, including required removal, restoration, fines, and/or cost recovery, as permitted by the Association's governing documents and applicable law.

RULE 17 – FLAG AND SIGN POLICY

1. Flags allowed - Only **U.S. flags or military/honoring armed forces flags** may be displayed.

- Must be:
 1. Right-side up
 2. Maximum size: **3' x 5'**
 3. Displayed only from a **balcony-mounted pole or front door**
- **No other flags allowed**

2. Small garden banners - Allowed: **12" x 24"**

- Must be placed in the **front door garden area**
- Must be:
 1. Non-political
 2. Free of offensive or derogatory language

3. Balcony decorations - Must follow **American flag-style patterns**

- Cannot overhang more than **half the balcony**
- Must be:
 1. Non-political
 2. Non-offensive / non-derogatory

4. Political signs - One sign allowed per unit:

1. **12" x 24" max**
 2. Must fit inside a window only
- Timing restrictions:
 1. Only allowed **90 days before an election**
 2. Must be removed **7 days after the election**

5. Personal celebration signs - Allowed events: Graduation, birthday, wedding, baby, retirement, anniversary, school term ending.

- Rules:
 1. Max size: **12" x 24"**
 2. Only **one sign at a time**
 3. Displayed for **up to 7 days only**
 4. Must be in a window
-

SECTION D – AMENITIES

RULE 18 – CLUBHOUSE RENTAL

1. Security and General Use Notice

- A. Security cameras are in operation 24 hours per day in the clubhouse, parking lot, and hallway areas.
- B. Rental of the clubhouse does not include access to the pool, hot tub, or workout room.
- C. All guests must remain within the clubhouse and designated rental areas. Guests are strictly prohibited from entering the pool area or workout room at any time.

2. Eligibility and Reservation Requirements

Prior to renting the clubhouse, the Owner must:

- A. Contact the Property Management Company to confirm availability and reserve the desired date;
- B. Complete the Clubhouse Rental Agreement and Reservation Form; and
- C. Submit the completed form along with required payments to the Property Management Company prior to the rental date.
- D. Owners must be current in the payment of all Association assessments, fines, and other charges and must be in good standing with the Association at the time of reservation and use.

3. Fees and Deposits

- A. A rental fee and security deposit shall be required in the amounts established by the Association.

- B. Payments shall be submitted in accordance with instructions provided by the Property Management Company.
- C. The security deposit may be withheld in whole or in part for damage, excessive cleaning, rule violations, or failure to comply with this Rule or the Rental Agreement.
- D. Any damage or cleaning costs exceeding the amount of the deposit shall be assessed against the renting Owner.

4. Use Requirements and Restrictions

- A. All setup and cleanup must be completed on the same day as the rental, including any items brought in by outside vendors.
- B. Clubhouse occupancy shall not exceed sixty (60) persons at any time.
- C. Overnight stays or sleeping in the clubhouse is strictly prohibited.
- D. Animals, smoking, and vaping are prohibited in the clubhouse, hallways, and bathrooms.
- E. The Owner must always be present during the event and is responsible for the conduct of all guests and vendors.
- F. No tape, adhesive, tacks, nails, or similar materials may be used on walls, ceilings, or fixtures. Balloons must be secured to prevent contact with ceilings; any removal of items from ceilings may result in additional charges.

5. Cleanup and Restoration Requirements

Upon completion of the event, the Owner shall ensure that:

- A. All garbage and recycling are removed from the clubhouse and disposed of at the Owner's residence;
- B. No food or beverages are left behind;
- C. The refrigerator and microwave are cleaned and emptied;
- D. All tables, counters, and chairs are wiped clean;
- E. Floors are vacuumed and/or cleaned as appropriate (vacuum provided on-site);
- F. All lights, ceiling fans, and fireplace units are turned off; and
- G. All doors and windows are locked and secured;
- H. All furniture is returned to its original arrangement as shown in posted reference materials.

6. Conduct and Compliance

- A. The clubhouse may be inspected by the Property Manager or Board at any time during or after an event.
- B. All directives issued by the Property Manager or Board must be followed immediately.
- C. Failure to comply with this Rule or the Clubhouse Rental Agreement may result in forfeiture of deposit, additional charges, fines, and/or denial of future rental privileges, to the extent permitted by the Association's governing documents and applicable law.
- D. Any issues or emergencies occurring during a rental shall be reported immediately to the Property Management Company or a designated Board member.

RULE 19 – POOL, HOT TUB, AND WORKOUT ROOM USE

1. State-Regulated Pool and Hot Tub Facilities

- A. The pool and hot tub facilities are regulated under applicable Wisconsin state law and administrative code governing public and commercial swimming pools and spas. The Association shall comply with all state and local health, safety, and operational requirements, as amended from time to time.
- B. All posted rules, signage, and operational requirements in the pool and hot tub areas reflect mandatory state and/or local regulatory standards and shall be strictly followed by all Owners, residents, and guests.
- C. Because these facilities are subject to state inspection and regulation, any violation of applicable rules or posted requirements may result in citations, enforcement action, fines, or closure of the facilities until compliance is restored.
- D. The Association shall not be responsible for any interruption of service resulting from regulatory enforcement or mandated corrective actions.
- E. The Association reserves the right to immediately suspend access to the pool and hot tub upon notice of any condition that may place the facility out of compliance with applicable regulations.

2. Fob Access and Fees

- A. A one-time fee of Ten Dollars (\$10.00) shall be charged for each access fob issued, reprogrammed, replaced due to loss or damage, or issued as an additional fob per Unit. This includes new Owners who receive a fob transferred from a prior Owner.
- B. Access fobs are the property of the Association and may be deactivated or suspended in accordance with the Association's governing documents, including but not limited to delinquency in assessments, violation of rules, or regulatory compliance concerns.

3. Surveillance and Use Disclaimer

- A. Security cameras are in operation 24 hours per day, 7 days per week, and may record activity in the pool area, clubhouse common areas, and workout room.
- B. Use of the pool, hot tub, and workout room is at the sole risk of the user. The Association assumes no liability for injury, loss, or damage arising from use of these facilities, except to the extent required by law.

4. Pool Rules

- A. All posted rules, signage, and state/local regulatory requirements shall be always followed. Failure to comply may result in fines, enforcement action, and/or suspension or deactivation of access fobs.
- B. Pool hours are 6:00 a.m. to 10:00 p.m., seven (7) days per week, unless otherwise posted or modified by the Board.
- C. A maximum of six (6) guests per Unit are permitted. Guests include any individual who does not reside in the Unit. Owners must be present and are responsible for all guests at all times.
- D. Rental or use of the clubhouse does not include access to the pool or workout room. Unauthorized guests shall not be admitted into amenity areas.
- E. Gates shall not be propped open or left unsecured. Entry is permitted only to individuals with a valid, active access fob.

- F. Owners who are delinquent or not in good standing may have access fobs deactivated until accounts are brought current.
- G. Owners are responsible for the conduct of themselves, their children, tenants, and guests.
- H. Glass containers and breakable items are prohibited in the pool area.
- I. Climbing over fences or gates is strictly prohibited.
- J. Children under twelve (12) must be always supervised by an adult.
- K. Animals are prohibited in the fenced pool area.
- L. Smoking, vaping, and tobacco use are prohibited in the pool area.
- M. Non-toilet-trained children must wear swim diapers.
- N. Diaper changing on the pool deck is prohibited.
- O. No food, beverages, or chewing gum in the pool.
- P. No running, rough play, or diving.
- Q. Individuals with open wounds or communicable diseases shall not use the pool.
- R. Users shall shower prior to entering the pool where required or posted.
- S. Prolonged breath-holding or underwater breath-holding activities are prohibited.

5. Hot Tub / Whirlpool Rules

- A. All posted rules and state/local regulatory requirements shall be always followed.
- B. Children under six (6) years of age are not permitted in the hot tub/whirlpool.
- C. Individuals with open wounds or communicable diseases shall not use the hot tub/whirlpool.
- D. Individuals with medical conditions, including heart disease, diabetes, or blood pressure conditions, should consult a physician prior to use.
- E. Individuals under the influence of alcohol or drugs are prohibited from use.
- F. Pregnant individuals should consult a physician before use.

- G. Prolonged exposure may cause health risks including dizziness, nausea, or fainting.

6. Workout Room Rules

- A. All posted rules and signage shall be always followed. Violations may result in fines, enforcement action, and/or suspension or deactivation of access fobs.
- B. The workout room is open 24 hours per day, 365 days per year, unless otherwise restricted by the Board.
- C. Use of the workout room is at the sole risk of the user.
- D. Individuals under sixteen (16) must be always supervised by an adult.
- E. Guests are not permitted unless authorized by the Board.
- F. Last users shall close windows and turn off lights and electronics.
- G. Equipment shall be wiped down after use. Only water may be used on screens.
- H. Out-of-order equipment shall be marked and reported to management.
- I. Clean athletic shoes are required. Street shoes are prohibited on equipment.
- J. Animals are prohibited.
- K. Smoking, vaping, eating, and alcohol are prohibited.
- L. Personal items shall not be left unattended.

SECTION E – SAFETY AND SECURITY

RULE 20 – SECURITY CAMERAS

1. Association-Installed Security Cameras (Common Elements)

- A. The Association may install and maintain security cameras on Common Elements for the purpose of safety, security, and property protection.
- B. Access to live feeds and recorded footage shall be restricted to authorized individuals designated by the Board of Directors, which may include Board members, the Property Manager, and authorized agents or vendors.

- C. Recorded footage shall be used solely for legitimate Association purposes, including investigation of suspected violations of the governing documents, security concerns, and assistance with law enforcement investigations.
- D. Release or disclosure of recorded footage to Owners or third parties, including law enforcement, shall be made only upon authorization by the Board of Directors or as required by law.
- E. An Owner may request review of footage involving an incident in which they are directly involved. Such requests should be considered by the Board on a case-by-case basis, and approval shall be at the Board's discretion unless disclosure is required by law.

2. Owner-Installed Security Cameras

- A. Owners may install security cameras on or within their Units, including limited common elements assigned to their Unit, provided such installation complies with this Rule and all applicable laws.
- B. Cameras shall not be intentionally positioned to intrude upon another Unit's interior spaces or areas where there is a reasonable expectation of privacy.
- C. Cameras shall not be installed on Common Elements without prior written approval from the Board.
- D. All cameras must be installed and used in a lawful, reasonable, and non-harassing manner consistent with applicable privacy laws and Association governing documents.

3. Purpose and Standards for Camera Use

- A. The primary purpose of any surveillance camera system within the Community is to enhance the safety and security of residents, guests, and property. Video recordings may be used for identification and documentation of incidents involving potential violations of law or the governing documents.
- B. When an incident occurs that is captured by an Owner-installed camera and involves another resident, guest, or Owner, the Owner shall make reasonable efforts to preserve and provide relevant footage to the Association upon written request by the Board or Property Manager, subject to applicable law.

- C. Unless otherwise required by law or requested by the Association, Owners shall retain available video footage for a minimum of seven (7) days.

4. Compliance and Responsibility

- A. Any Owner-installed camera system must comply with all applicable federal, state, and local laws, including privacy and surveillance regulations.
 - B. If removal or relocation of a camera or its mounting hardware results in damage to Common Elements or Limited Common Elements, the Owner shall be responsible for all repair and restoration costs.
 - C. Failure to comply with this Rule may result in enforcement action under the Association's governing documents.
-

RULE 21 – FIRE SAFETY

1. Smoke Detectors - Owners are responsible for ensuring that all smoke detectors within their Unit are always maintained in proper working conditions.

- A. All Units are equipped with hardwired smoke detectors with battery backup. Owners shall test and inspect smoke detectors at least once per year, or more frequently as needed, to ensure proper operation.
- B. Smoke detectors have a limited-service life and shall be replaced in accordance with the manufacturer's recommended expiration date, typically not exceeding ten (10) years.
- C. Owners are responsible for monitoring battery conditions and replacing batteries as needed. Low battery or end-of-life conditions may result in audible alarms or malfunction and shall be promptly addressed.

2. Fire Extinguishers - Each Unit shall always maintain at least one (1) operational fire extinguisher.

- A. Fire extinguishers shall be inspected regularly by the Owner to ensure they remain in proper working condition, including monitoring pressure gauges and overall serviceability.

- B. Fire extinguishers have expiration dates and limited-service life. Owners are responsible for replacing fire extinguishers in accordance with manufacturer specifications and applicable safety standards.

3. Owner Responsibility - Owners are solely responsible for the inspection, maintenance, testing, and replacement of all fire safety equipment within their Unit.

- A. Failure to maintain required fire safety equipment may result in enforcement action, fines, and/or corrective measures as permitted by the Association's governing documents and applicable law.

RULE 22 – USE OF GRILLS AND FIREPITS

1. General Use Restrictions - Gas and electric grills, as well as fire pits or fire rings, shall not be used on balconies, patios, or inside garages under any circumstances.

- A. All grills and fire pits must be fully extinguished and completely cooled before being stored. Such items may not be stored in Common Areas.
- B. Charcoal grills are strictly prohibited at the Association.

2. Safe Use Requirements - The Association adopts fire safety guidance consistent with local fire authority recommendations, which generally advise that grills and fire pits be used at least twenty (20) feet away from any building structure.

3. Liability and Responsibility - Owners are fully responsible for any damage to buildings, landscaping, Common Elements, Limited Common Elements, or other Units resulting from the use, storage, or handling of grills or fire pits.

Any such damage shall be subject to repair and/or cost recovery from the Owner responsible to the extent permitted by the Association's governing documents and applicable law.

4. Enforcement - Violations of this Rule may result in fines and/or other enforcement actions as permitted by the Association's governing documents and applicable law.

SECTION F – VEHICLES, PETS, AND LEASING

RULE 23 – STREETS AND PARKING

1. Traffic Regulations and Street Use - All drivers shall obey posted traffic signs and directional markings.

- A. Street configuration is designated as follows:
 - i. The approach roads to the cul-de-sacs on Stratford and Bedford Court permit two-way traffic; and
 - ii. All other internal streets are designated as one-way traffic only.
- B. Parking is strictly always prohibited on all Association streets.
- C. Only properly licensed and currently registered vehicles may be operated on Association streets.
- D. Operation of any motorized vehicle on lawns, landscaped areas, ponds, or non-designated driving surfaces is strictly prohibited.
- E. The speed limit on all Association streets is fifteen (15) miles per hour.

2. Vehicle Types and Parking Eligibility - Personal vehicles, including passenger cars, SUVs, crossovers, vans, and pickup trucks, may be parked on the property without prior Board approval, subject to all other restrictions in this Rule.

- A. Commercial vehicles, defined as vehicles:
 - i. Required to be registered as commercial vehicles; or
 - ii. Used primarily for the transportation of people for hire or compensation; or
 - iii. Designed or primarily used for the transportation of goods or equipment for business purposes; may not be parked on the property without prior written approval of the Board of Directors, unless:
 - iv. The vehicle is fully contained within the Owner's garage with the garage door closed.

- B. Vehicles displaying commercial advertising, business signage, or service decals may be subject to the same restrictions as commercial vehicles.
- C. The Board may designate specific parking locations for approved commercial vehicles. Failure to obtain prior approval may result in fines and/or enforcement action, including vehicle removal procedures to the extent permitted by law.
- D. Ride-share, delivery, or rental vehicles used by Owners are permitted; however, all passenger pick-up, drop-off, or vehicle exchanges must occur off Association property. Vehicles belonging to ride-share customers, delivery customers, or third parties are prohibited from parking on Association property.

3. Driveway and Parking Pad Use - Vehicles parked on driveways or parking pads shall not block garage access or extend beyond designated parking boundaries.

- A. Vehicles should be parked in a manner consistent with the intended orientation of the parking space and should not be parked sideways or in a manner that obstructs access.
- B. Parking placement shall not extend beyond the midpoint of the designated garage light fixture reference point between units, or any equivalent architectural marker established by the Association.

4. Temporary Parking and Large Vehicles - Temporary parking of the following requires prior written Board approval and shall not exceed 7 consecutive days unless approved by the board:

- 1. Boats and trailers
- 2. Recreational vehicles (RVs) and campers
- 3. Moving pods or storage containers
- 4. Moving trucks or vans
- 5. Roll-off dumpsters or similar equipment

5. Vehicle Maintenance and Condition - Vehicles shall not leak fluids or otherwise cause damage or staining to parking surfaces, driveways, or streets. Owners are responsible for cleanup and any resulting damage.

Vehicles that meet the Association's definition of a "Fixer-Up Vehicle" shall not be parked in open or visible areas and may only be stored inside a Unit Owner's garage, if at all, consistent with other governing restrictions.

6. Guest and Visitor Parking - Guest parking is limited to seven (7) consecutive days (24-hour periods) unless otherwise approved in writing by the Board. Extensions beyond the seven-day limit require prior written approval from the Board of Directors.

7. Owner Parking Requirements - Owners are expected to park primarily within their garage or within the designated parking spaces on their driveway/parking pad.

- A. Owners may use guest parking spaces; however, no Owner may occupy guest parking for more than seven (7) consecutive days without Board approval.
- B. The clubhouse parking lot is reserved for clubhouse rentals, Association meetings, and authorized contractor use only. Owners shall not park in the clubhouse lot except while attending an approved event or rental or with prior board approval.

8. Postal Hardship Delivery Guidance - The Association recognizes that certain residents may have mobility or medical limitations that make access to centralized mailboxes difficult.

Owners seeking alternate mail delivery must apply directly to the United States Postal Service for hardship or medical accommodation delivery.

The process generally includes:

- Verification of eligibility requirements established by the United States Postal Service;
- Submission of a physician's statement on official letterhead documenting the medical limitation;
- Completion of USPS Form 1528 (Request for Exception to Current/Proposed Delivery Mode Due to Physical Hardship); and
- Submission of the completed request to the local Postmaster for review.

Important considerations:

- Approval is determined solely by the United States Postal Service;

- Hardship accommodation may be temporary and subject to renewal; and
 - Any designated delivery path must be kept clear of snow, ice, pets, and obstructions to ensure safe carrier access.
-

RULE 24 – PETS AND ANIMALS

- 1. Permitted Animals** - No more than two (2) animals may be kept within any Unit. This limitation shall not apply where an Owner or resident is entitled to a reasonable accommodation under applicable federal, state, or local law.

Requests for an exception must be submitted in writing with supporting documentation and will be reviewed by the Property Manager, the Association's legal counsel, and the Board of Directors. Any approved exception shall be documented in writing and maintained in the Association's records.

- 2. Restricted Areas** - Animals shall not be kept, housed, caged, tethered, or left unattended in any Common Element or Limited Common Element, including garages, at any time. Animals are prohibited from entering or remaining in the pool area, workout room, and clubhouse, except as otherwise required by applicable law.
- 3. Leash and Control Requirements** - Animals shall always be on a leash while in any Common Element or Limited Common Element. Leashes shall not exceed ten (10) feet in length, and the animal shall always remain under the control of its owner or handler.
- 4. Waste Removal** - Owners and handlers shall immediately remove and properly dispose of all animal waste deposited in any Common Element or Limited Common Element. Any outdoor animal waste container must be equipped with a secure lid designed to prevent pest infestation and contain odors.
- 5. Nuisance Animals** - No animal shall be permitted to create an unreasonable nuisance, disturbance, or safety hazard to residents, guests, or property. Upon written notice from the Board, an Owner shall remove any animal determined by the Board, or its authorized designee, to constitute an unreasonable nuisance.

Examples of conduct that may constitute an unreasonable nuisance include, but are not limited to:

- A. Behavior that causes personal injury or property damage;
- B. Repeated failure by the owner or handler to remove animal waste from Common Elements or Limited Common Elements;
- C. Continuous or recurring noise, including barking, whining, or other sounds, that unreasonably disturbs residents, including noise occurring continuously for ten (10) minutes or intermittently for one (1) hour or longer;
- D. Persistent odors that unreasonably interfere with neighboring Units or Common Elements;
- E. Urinating or defecating on walls, floors, or other building surfaces;
- F. Aggressive, threatening, dangerous, or potentially dangerous behavior; and
- G. Animals that are visibly unclean, neglected, or infested with parasites.

- 6. Compliance with Local Ordinances** - All Owners and residents shall comply with applicable animal-control ordinances and regulations of the Village of Mount Pleasant and any other governmental authority having jurisdiction.

RULE 25 – RENTAL OR LEASING OF UNITS

- A.** Pursuant to The Villas Bylaws, Section 5.11(m) – Owner Occupancy of Units Required; Leasing Prohibited, Units must be occupied exclusively by the titled Owner, and leasing or rental of Units of any duration, including short-term rentals, is strictly prohibited (the “Owner Occupancy Requirement”). This section will not be violated if the occupants are a direct family member as defined in The Villas Bylaws, Section 5.11(m).
- B.** Any Unit found to be rented or leased in violation of this Rule shall be subject to enforcement action, including but not limited to:
 - i. A fine equal to the rental income received, plus an additional penalty of \$500.00 per month for each month the Unit remains in violation, until the violation is corrected.

APPENDIX – DEFINITIONS

For purposes of the Villas of Racine Condominium Association Rules and Regulations, the following terms shall have the meanings set forth below. Terms not defined herein shall have the meaning set forth in the Association's Declaration and Bylaws.

- A. Association** - The Villas of Racine Condominium Association, Inc., a Wisconsin non-stock corporation responsible for the administration, management, and governance of the Condominium Property.
- B. Unit** - A condominium unit as defined in the Declaration, including all improvements and appurtenances contained within its boundaries.
- C. Owner** - The record owner of legal title to a Unit, including individuals, trusts, partnerships, corporations, limited liability companies, or other legal entities.
- D. Resident** - Any person occupying a Unit, whether such person is an Owner, including tenants, occupants, family members, or other individuals living in the Unit.
- E. Guest** - Any person temporarily present on the Condominium Property at the invitation of an Owner, Resident, or Tenant.
- F. Common Elements** - All portions of the Condominium Property not included within the boundaries of a Unit, as defined in the Declaration, including Limited Common Elements where applicable.
- G. Board or Board of Directors** - The duly elected governing body of the Association responsible for managing the affairs of the Association in accordance with the Declaration, Bylaws, and applicable law.
- H. Property Manager** - Any individual or entity hired, appointed, or authorized by the Board to manage, administer, or operate any portion of the Association's affairs.
- I. Board or Manager Designee** - Any person, contractor, agent, employee, vendor, or other representative authorized by the Board or Property Manager to perform Association business or functions on behalf of the Association.
- J. Vehicle** - Any device capable of transporting people or property on land, water, or air, including but not limited to automobiles, trucks, motorcycles, scooters, bicycles, and trailers, whether motorized or not.

- K. Motorized Bicycle / Personal Transportation Device** - Any bicycle or similar device propelled by a motor or engine, including but not limited to electric bicycles, scooters, hoverboards, and similar low-speed transportation devices.
- L. Fixer-Up Vehicle** - Any vehicle that meets one or more of the following conditions:
1. Is inoperable or only intermittently operable;
 2. Has one or more flat or missing tires;
 3. Has significant body damage, rust, or structural deterioration;
 4. Is leaking fluids; or
 5. Is supported by blocks, jacks, or other means other than its tires.
- M. Direct Family Member** - A spouse, domestic partner, fiancée, or life partner, and any of the following relatives, whether by blood, marriage, or adoption: parent, grandparent, child, grandchild, sibling, aunt, uncle, niece, nephew, first cousin, father-in-law, mother-in-law, brother-in-law, or sister-in-law.
- N. Common Areas Use (for interpretation purposes)** - Any authorized or unauthorized use, access, occupation, or enjoyment of Common Elements by Owners, Residents, Tenants, Guests, or invitees.
- O. Architectural Modification** - Any alteration, addition, installation, removal, or change to the exterior appearance of a Unit or Limited Common Element, including but not limited to structural changes, exterior fixtures, and visible installations.
- P. Leasing or Rental** - Any arrangement, whether written or oral, whereby a Unit Owner grants possession or occupancy of a Unit to another person in exchange for compensation or other consideration.
- Q. Enforcement Action** - Any action taken by the Association to address a violation of the governing documents or Rules and Regulations, including but not limited to notices of violation, hearings, fines, suspension of privileges, legal action, or self-help remedies where permitted by law.
- R. Winterizing** - The process of preparing an unoccupied Unit to prevent damage from cold weather, including but not limited to shutting off water supply, draining pipes, and maintaining adequate temperature controls.

IMPORTANT INFORMATION

Please keep this information with your governing documents

The Villas of Racine Condominium Association, Ltd.

RESOLUTION TO ADOPT RULES REGARDING FLAGS AND SIGNS

WHEREAS the Board of Directors of The Villas of Racine Condominium Association, Ltd. (the “Association”) has the power “to administer the affairs of the Association and the Property” pursuant to Section 2.08(b) of the Amended and Restated Bylaws; and

WHEREAS, the Board has the power to “adopt administrative rules and regulations governing the administration, management, operation and use of the Property and the Common Elements, and to amend such rules and regulations from time to time;” pursuant to Section 2.08(e) of the Amended and Restated Bylaws; and

THEREFORE, BE IT RESOLVED that the Association adopt the following Rules:

FLAG AND SIGN POLICY

1.	American Flags or those that Honor Armed Forces are the only flags that can be flown at the Villas. They need to be right side up and flown by a pole attached to the balcony or by the front door only. The flag can be a maximum of 3'x5'. No other flags may be flown or displayed at the Villas.
2.	Small 12"x24" Garden banners/decorations are allowed by the front door in the garden area. They need to be non-political and may not contain offensive or derogatory language.
3.	A 12"x24" sign for political party affiliation, position and/or candidate can be displayed in the window. Political signs may be put up 90-days prior to the election and removed 7-days after the election.
4.	A sign celebrating a graduation, birthday, school term ending, anniversaries, new baby, wedding, or retirement may be put in the unit window for 7-days. The sign needs to be no larger than 12"x24" and there can only be one sign.

BE IT FURTHER RESOLVED that a copy of this resolution shall be sent to all homeowners at their last known address, whether physically mailed or via email.

The Board of Directors adopted this resolution on August 24, 2024, with the policy to take effect on August 26, 2024.

President Robbin Vester

Order: 9DPGPGH3C
Address: 981 Hastings Ct # 202
Order Date: 08-13-2026
Document not for resale
HomeWiseDocs

Bylaws
The Villas of Racine Condominium Association, LTD

Order: 9DPGPGH3C
Address: 981 Hastings Ct # 202
Order Date: 08-13-2026
Document not for resale
HomeWiseDocs

**AMENDED AND RESTATED BYLAWS OF
THE VILLAS OF RACINE
CONDOMINIUM ASSOCIATION, LTD.**

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**AMENDED AND RESTATED BY-LAWS OF
THE VILLAS OF RACINE CONDOMINIUM ASSOCIATION, LTD.**

ARTICLE I PLAN OF OWNERSHIP

1.01 Unit Ownership. The real property located in the Village of Mt. Pleasant, Racine County, State of Wisconsin, (the "Property") known as the Villas of Racine Condominiums (the "Condominium"), has been submitted to the provisions of the Wisconsin Condominium Ownership Act by a certain Declaration of Condominium (the "Declaration") recorded in the office of the Register of Deeds for Racine County, Wisconsin.

1.02 Applicability of By-laws and Definitions. These By-Laws are adopted as the By-Laws of The Villas of Racine Condominium Association, Ltd. (the "Association"), a Wisconsin corporation, organized under the Wisconsin Nonstock Corporation Law to serve as an association of Unit Owners under the Wisconsin Condominium Ownership Act (the "Act"). The provisions of these By-Laws are applicable to the Property and to the use and occupancy thereof. The term "Property" and other terms used herein shall, unless the context or the Declaration require otherwise, have the same meaning as the definitions contained in Section 703.02 of the Act.

1.03 Office. The principal office of the Association and of the Board of Directors of the Association (the "Board of Directors" or the "Board") shall be as stated on file with the Wisconsin Department of Financial Institutions.

1.04 Association Members. Subject to Section 3.01, below, all Unit Owners shall be members of the Association.

ARTICLE II BOARD OF DIRECTORS

2.01 Board of Directors, Qualifications; Association. The direction and administration of the Property shall be vested in a Board of Directors, consisting of three (3) persons who shall be elected in the manner hereinafter provided. The Unit Owners, as described in the Declaration and in these By-Laws, acting collectively through the Board, shall be known as The Villas of Racine Condominium Association, Ltd. Notwithstanding any other provision herein contained to the contrary, all duties, functions and obligations herein imposed upon the Board is the governing body and agent of the Unit Owners and the Association. Each member of the Board shall be one of the Unit Owners, provided, however, that in the event a Unit Owner is a corporation, partnership, limited liability company, trust or other legal entity other than a natural person or persons, then any director or officer of such corporation, partner of such partnership, member of such limited liability company, individual trustee or beneficiary of such trust, or manager of such other legal entity, shall be eligible to serve as a member of the Board. If a Unit or Units is/are owned by spouses or domestic partners, the spouses or domestic partners are prohibited from serving as directors at the same time, regardless of the number of Units owned. If a Unit Owner has a delinquent assessment account with the Association, that Unit Owner cannot be elected as a director. If at any time a director becomes delinquent on paying assessments, the director is required to resign from his board position (and any officer position held) unless he brings his account current within ten (10) days' notice from the Board. If a director shall cease to meet such qualifications during his term, he shall thereupon cease to be a director and his place on the Board shall be deemed vacant.

2.02 Determination of Board to Be Binding. Notwithstanding that the words "Board" and "Association" may in some instance be used interchangeably in various sections of the By-Laws, matters of dispute or disagreement between Unit Owners relating to the Property or with respect to interpretation or application of the provisions of the Declaration or the By-Laws, shall be determined

by the Board, which determination shall be final and binding on the Association and on all Unit Owners.

2.03 Voting Rights. There shall be one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Unit Owners. Such person shall be known (and hereinafter referred to) as a "Voting Member." Such Voting Member may be the Unit Owner or one of the group composed of all the Unit Owners of a Unit Ownership, or may be some person designated by such Unit Owner or Unit Owners to act as proxy on his/her or their behalf and who need not be a Unit Owner. Such designation shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Unit Owner or Unit Owners. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Board before the scheduled time of the meeting. Proxies may be filed with the Board via email or other electronic means. Voting at an owners' meeting may be either in person, electronically (remotely, via electronic means), or by proxy.

2.04 Meetings.

(a) Quorum; Procedure: The presence in person or by proxy of the voting Unit Owners having twenty-five percent (25%) of the total votes shall constitute a quorum. Presence "in person" at a meeting may be via video or digital means if the Association has access to such technology. Unless otherwise expressly provided herein, any action may be taken at any meeting of the voting Unit Owners at which a quorum is present upon the affirmative vote of the voting Unit Owners having a majority of the total votes present at such meeting. Presence at an owners' meeting may be in person, electronically (remotely, via electronic means), or by proxy. Any Voting Member in writing may waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action of the Association without a meeting.

(b) Annual Meeting: There shall be an Annual Meeting of the voting Unit Owners during the month of May each year, at the date, time, and place (whether physical or virtual) as may be designated by written notice of the Board delivered to the voting Unit Owners not less than fifteen (15) days prior to the date fixed for said meeting.

(c) Special Meetings: Special meetings of the voting Unit Owners may be called at any time for the purpose of considering matters which require the approval of all or some of the voting Unit Owners, or for any other reasonable purpose. Said Meeting shall be called by written notice, authorized by a majority of the Board, or by the voting Unit Owners having one-third (1/3) of the total votes, and delivered not less than fifteen (15) days prior to the date fixed for said Meeting. The notices shall specify the date, time and place (physical or virtual) of the Meeting and the matters to be considered.

2.05 Notices of Meetings. Notices of meetings required to be given herein may be delivered either personally, by email or other electronic means, or by mail to the persons entitled to vote thereat, addressed to each such person at the address given by him/her to the Board for the purpose of service of such notice, or to the Unit of the Unit Owner with respect to which such voting right appertains, if no address has been given to the Board.

2.06 Action Without a Meeting by Written Ballot. Any action required or permitted by any provision of the Wisconsin Nonstock Corporation Law, the Declaration, the Articles of Incorporation, or these By-Laws to be taken by the vote of the unit owners may be taken without a meeting if the Association delivers a written ballot to every unit owner entitled to vote on the matter. The written ballot may be delivered to the unit owner by any of the methods set forth in Section 2.05 above. The written ballot shall set forth each proposed action, shall provide an opportunity to vote for or against each proposed action, and shall be accompanied by a notice stating the number of responses needed to meet the quorum requirements, the percentage of approvals necessary to approve each matter other than election of directors, and the time by which the ballot must be received by the

property manager of the Association in order to be counted. Approval of any action by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. Ballots may be delivered to the property manager via email. Once received by the property manager of the Association, a written ballot may not be revoked.

2.07 Board of Directors; Election; Meetings.

(a) At each Annual Meeting, the voting Unit Owners shall, by a majority of the total votes present at such meeting, elect sufficient members to the Board of Directors for the forthcoming year, to provide for a Board consisting of three (3) members, subject to the qualifications set forth in Section 2.01 above. Two (2) members shall constitute a quorum. Members of the Board shall serve, without compensation, for a term of three (3) years or until their successors are elected and qualify, provided, however, that the terms of at least one-third (1/3) of the Directors shall expire annually. If a member of the Board of Directors shall cease to meet any qualification herein required for a member of the Board, such member shall thereupon cease to be a member of the Board and his/her place on the Board shall be deemed vacant. Vacancies in the Board may be filled by unanimous vote of the remaining members thereof. The Property shall be managed by the Board, and the Board shall act by majority vote of those present at its meetings when a quorum exists, or without a meeting consistent with Section 2.13 below. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt.

(b) The Board shall elect from among its members a President who shall preside over both its meetings and those of the voting Unit Owners (Association), a Secretary who shall keep the minutes of all meetings of the Board and of the voting Unit Owners and who shall, in general, perform all the duties incident to the office of secretary, including counting votes at any meeting, and a Treasurer to keep the financial records and books of account.

(c) Any Board member may be removed from office, by the affirmative vote of the voting Unit Owners having at least two-thirds (2/3) of the total votes, at any Special Meeting called for the purpose. A successor to fill the unexpired term of a Board member removed may be elected by majority vote of the voting Unit Owners at the same meeting or any subsequent meeting called for that purpose.

(d) An Annual Meeting of the Board shall be held immediately following the Annual Meeting of the Unit Owners and at the same place. Special Meetings of the Board shall be held upon call by the President or by a majority of the Board on not less than forty-eight (48) hours' notice in writing to each member, delivered personally or by mail or email or other electronic means. Any Board member may in writing waive notice or consent to any action of the Board without a meeting.

(e) Board members shall receive no compensation for their services, unless expressly provided for in resolutions duly adopted by the Unit Owners.

2.08 General Powers of the Board. Without limiting the general powers which may be provided by law, this Declaration and the Act, the Board shall have the following general powers and duties:

- (a) To elect the officers of the Association as hereinabove provided;
- (b) To administer the affairs of the Association and the Property;
- (c) To engage the services of a manager or managing agent who shall manage and operate the Property and the Common Elements thereof for all of the Unit Owners, upon such terms and

for such compensation and with such authority as the Board may approve subject to restrictions as provided herein;

(d) To formulate policies for the administration, management and operation of the Property and the Common Elements thereof;

(e) To adopt administrative rules and regulations governing the administration, management, operation and use of the Property and the Common Elements, and to amend such rules and regulations from time to time;

(f) To provide for the maintenance, repair and replacement of the Common Elements and payments therefor, and to approve payment vouchers or to delegate such approval to the officers or the manager or managing agent;

(g) To provide for the designation, hiring and removal of employees and other personnel, including accountants, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Property and the Common Elements, and to delegate any such powers to the manager or managing agent (and any such employees or other personnel who may be employees of the managing agent);

(h) To estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Unit Owners their respective shares of such estimated expenses, as hereinafter provided;

(i) To comply with the instructions of a majority of the Unit Owners, as expressed in a resolution duly adopted at any Annual or Special Meeting of the Unit Owners; and

(j) To exercise all other powers and duties of the Board of Directors or Unit Owners as a group referred to in the Act and all powers and duties of a Board of Directors referred to in the Declaration or these By-Laws.

2.09 Specified Powers of the Board. The Board, for the benefit of the Board, the Association and all Unit Owners, shall provide and shall pay for out of the maintenance fund hereinafter provided, the following:

(a) Utility Service for Common Elements: Water, sewer, waste removal, electricity, gas and telephone, heat, power and other necessary utility service for the Common Elements (and, if not separately metered or charged, for the Units).

(b) Casualty Insurance: The Board of Directors of the Association shall purchase property/casualty insurance covering the Property as more fully set forth in Section 5.08(a) below.

(c) Additional Insurance. The Board of Directors of the Association shall purchase additional insurance as more fully set forth in Section 5.08(b) below.

(d) Wages and Fees for Services: The services of any person or firm employed by the Board, including, without limitation, the services of a person or firm to act as manager or as managing agent for the Property, the services of any person or persons required for maintenance or operation of the Property, and legal and/or accounting services necessary or proper in the operation of the Property or the enforcement of this Declaration and for the organization, operation and enforcement of the rights of the Association.

(e) Care of Common Elements: Landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement of the Common Elements (but not including the interior surfaces of the Units, which the Unit Owner shall paint, clean, decorate, maintain

and repair, and subject to the provisions of subsection (h) of this Section, not including any portion of the Common Elements which are the responsibility of any Unit Owner) and such furnishings and equipment for the Common Elements as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire or provide the same for the Common Elements.

(f) Additional Expenses: Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance or assessments which the Board is required to secure or pay for pursuant to the terms of these restrictions or by law or which in its opinion shall be necessary or proper for the maintenance and operation of the Property as a first class building or for the enforcement of the Declaration.

(g) Discharge of Mechanic's Liens: Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the entire Property or any part thereof which may in the opinion of the Board constitute a lien against the Property or against the Common Elements, rather than merely against the interest therein of any particular Unit Owner; it being understood, however, that the foregoing authority shall not be in limitation of any statutory provisions relating to the same subject matter. Where one or more Unit Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Board by reason of said lien or liens shall be specially assessed to said Unit Owners.

(h) Certain Maintenance of Units: Maintenance and repair of any Unit as provided in the Declaration, and maintenance and repair of any Unit if such maintenance or repair is necessary in the discretion of the Board to protect the Common Elements, or any portion of the Building and the Unit Owner or Unit Owners of said Unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair shall have been delivered by the Board to said Unit Owner or Unit Owners, provided that the Board shall levy a special assessment against such Unit Owner for the cost of said maintenance or repair. The Board or its agents may enter any Unit when necessary in connection with any maintenance or construction for which the Board of Association is responsible. It may likewise enter any balcony or patio for maintenance, repairs, construction or painting. Such entry shall be made with as little inconvenience to the Unit Owners as practicable. In the event of any emergency originating in, or threatening, any Unit, or in the event of the Unit Owner's absence from the Unit at a time when required alterations or repairs are scheduled, the management agent or his/her representative or any other person designated by the Board may enter the Unit immediately, whether the Unit Owner is present or not. The Board reserves the right to retain a pass key to each Unit, and no locks or other devices shall be placed on the doors to the Units to obstruct entry through the use of such pass key.

(i) Capital Additions and Improvements: The Board's powers hereinabove enumerated shall be limited to the extent that the Board shall have no authority to acquire or provide or pay for out of the maintenance fund any capital additions and improvements (other than for purposes of replacing or restoring portions of the Common Elements subject to all the provisions of this Declaration) having a total cost in excess of twenty-five thousand dollars (\$25,000.00), nor shall the Board authorize any structural alterations, capital additions to, or capital improvements of the Common Elements requiring an expenditure in excess of twenty-five thousand dollars (\$25,000.00), without in each case the prior approval of the voting Unit Owners holding two-thirds (2/3) of the total votes.

(j) Certain Utility Services to Units: The Board may pay from the maintenance fund for water and sewer taxes, waste removal and/or any utilities which are not separately metered or otherwise directly charged to individual Unit Owners. However, the Board may discontinue such payments at any time, in which case each Unit Owner shall be responsible for direct payment of his/her share of such expenses as determined by the Board. The Board reserves the right to levy additional assessments against any Unit Owner to reimburse it for excessive use by such Unit Owner of any utility service, the expense of which is charged to the maintenance fund.

2.10 Vouchers. All vouchers for payment of expenditures by the Board shall be signed by such officer or officers, agent or agents of the Board and in such manner as from time to time

shall be determined by written resolution of the Board, such vouchers shall be signed by the Treasurer and countersigned by the President of the Board.

2.11 Rules and Regulations.

(a) Rules: The Board may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the Property, and for the health, comfort, safety and general welfare of the Unit Owners and occupants of said Property. Written notice of such rules and regulations shall be given to all Unit Owners and occupants and the entire Property shall at all times be maintained subject to such rules and regulations.

(b) Management: Notwithstanding any other provision herein, the Board may engage the services of an agent to manage the property to the extent deemed advisable by the Board.

(c) Not for Profit. Nothing hereinabove contained shall be construed to give the Board authority to conduct an active business for profit on behalf of all the Unit Owners or any of them.

2.12 Liability of the Board of Directors. The members of the Board of Directors shall not be liable to the Unit Owners for any mistake of judgement, failure to adhere to the provisions of the Declaration of these By-Laws, negligence, or otherwise, except for their own individual fraudulent misconduct or bad faith. The Unit Owners shall indemnify and hold harmless each member of the Board of Directors against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Association unless any such contract shall have been made in bad faith. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association. It is also intended that the liability of the Unit Owners arising out of any contract made by the Board of Directors or out of the indemnity in favor of the members of the Board of Directors shall be shared equally by all of the Unit Owners, and the liability of any single Unit Owner shall be limited to such equal proportionate share of the total liability. Every agreement made by the Board of Directors or by the managing agent or by the manager on behalf of the Association shall provide that the members of the Board of Directors, or the managing agent or the manager, as the case may be, are acting only as agents for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners), and that the liability of the Unit Owners under said agreements shall be shared equally by all of the Unit Owners, and the liability of any single Unit Owner shall be limited to such equal proportionate share of the total liability. Directors' and Officers' liability insurance shall be obtained and shall be paid for as a Common Expense as set forth in Section 5.08 (b) below.

2.13 Informal Action. Any action which is required to be taken at a meeting of the Board of Directors or which may be taken at such a meeting, may be taken without a meeting if a consent in writing setting forth the action so taken shall be given by all of the Directors entitled to vote with respect to the subject matter. Such consent may be given via email or other electronic means, and such consent shall have the same force and effect as a unanimous vote. Informal actions taken under this section shall be recorded in the next Board meeting minutes.

ARTICLE III UNIT OWNERS

3.01 Association Membership. The following provisions shall govern membership within the Association:

(a) All Unit Owners shall be members of the Association. The foregoing is not intended to include persons who hold an interest in a Unit merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from Ownership of any Unit.

(b) Initial membership in the Association shall be established by the recording of the Declaration in the office of the Register of Deeds for Racine County, Wisconsin. Transfer of membership

in the Association shall be established by the recording in the office of the Register of Deeds for Racine County a deed or other instrument establishing a change of record title to a Unit and the delivery to the Association of a certified copy of such instrument. The new Owner designated by such instrument shall thereby become a member of the Association, and the membership of the prior Owner shall thereby be terminated.

3.02 Annual Meeting. The Annual Meeting of the Association shall be called and held as set forth in Section 2.04(b) above.

3.03 Place of Meetings. Meeting of the Unit Owners shall be held at the principal office of the Association or at such other suitable place (physical or virtual) convenient to the Unit Owners as may be designated by the Board of Directors.

3.04 Special Meetings. It shall be the duty of the President to call a special meeting of the Unit Owners if so directed by resolution of the Board of Directors or upon a petition signed and presented to the Secretary by Unit Owners having thirty-three and one-third percent (33-1/3%) of the authorized votes of all Unit Owners. The notice of any special meeting shall state the time, place (physical or virtual), and purpose of the meeting. No business shall be transacted at a special meeting, except as stated in the notice.

3.05 Adjournment of Meetings. If any meeting of Unit Owners cannot be held because a quorum has not attended, a majority of the authorized votes of the Unit Owners who are present at such meeting, either in person, electronically, or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

3.06 Title to Units. Title to Units may be taken in the name of an individual or in the names of two or more persons, as tenants in common, as joint tenants, or as survivorship marital property, in the name of a corporation, partnership, limited liability company, or in the name of a fiduciary.

3.07 Majority of Unit Owners. As used in these By-Laws, the term "majority of Unit Owners" shall mean those Unit Owners having more than fifty percent (50%) of the authorized votes of all Unit Owners present in person, electronically, or by proxy and voting at any meeting of the Unit Owners.

3.08 Majority Vote. The vote of a majority of Unit Owners at a meeting at which a quorum shall be present shall be binding upon all Unit Owners for all purposes except where a higher percentage vote is required by law, by the Declaration, or by these By-Laws.

ARTICLE IV OFFICERS

4.01 Designation. The principal officers of the Association shall be the President, the Secretary, and the Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an Assistant Treasurer, and Assistant Secretary, and such other officers as in its judgment may be necessary. The President must be a member of the Board of Directors. Any of the below officers' duties may be delegated to a property manager or other professional at the discretion of the Board.

4.02 Election of Officers. Officers shall be elected annually by the Board of Directors at the organization meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors.

4.03 Removal of Officers. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his/her successor may be elected at any regular meeting of the Board of Directors called for such purpose.

4.04 President. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Unit Owners and of the Board of Directors. The President shall have all of the general powers and duties which are incident to the office of President of a stock corporation organized under the Wisconsin Business Corporation Law, including but not limited to the power to appoint from among the Unit Owners any committee which the President decides is appropriate to assist in the conduct of the affairs of the Property.

4.05 Secretary. The Secretary shall keep the minutes of all meetings of the Unit Owners and of the Board of Directors. He/she shall have charge of such books and papers as the Board of Directors may direct, and he/she shall, in general, perform all the duties incident to the office of Secretary of a stock corporation organized under the Wisconsin Business Corporation Law.

4.06 Treasurer. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial statements. He/she shall be responsible for the deposit of all moneys and other valuable effects in the name of the Association in such depositories as may from time to time be designated by the Board of Directors, and he/she shall, in general, perform all the duties incident to the office of Treasurer of a stock corporation organized under the Wisconsin Business corporation Law.

4.07 Agreements, Contracts, Deeds, Checks, Etc. All agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by any two officers of the Association or by such other person or persons as may be designated by the Board of Directors.

4.08 Compensation of Officers. No officer shall receive any compensation from the Association for acting as such.

ARTICLE V OPERATION OF THE PROPERTY

5.01 Preparation of Estimated Budget. Each year on or before December 1, the Board shall estimate the total amount necessary to pay the costs of wages, payroll taxes, materials, insurance, services, management fees, supplies, maintenance, repairs, landscaping, fuel, power and other common utilities and Common Expenses, which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements and shall, on or before December 15, notify each Unit Owner in writing as to the amount of such estimate, with reasonable itemization thereof. Said "estimated cash requirement" shall be assessed to the Unit Owners according to the By-Laws. Said assessments shall be payable as provided in the By-Laws. On or before the date of the Annual Meeting of each calendar year, the Board shall supply to all the Unit Owners an itemized accounting of the Common Expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures, plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be deposited in the reserve account or as otherwise determined by the Board.

5.02 Reserve for Contingencies and Replacements. The Board shall build up and maintain a reasonable reserve for contingencies and replacements. If said "estimated cash requirement" proves inadequate for any reason, including nonpayment of any Unit Owner's assessment, the Board may, at any time, levy a further assessment, which shall be assessed to the Unit Owners according to these By-Laws. The Board shall serve notice of such further assessment on all Unit Owners as provided in the By-Laws and such further assessment shall become effective as provided in the By-Laws. All Unit Owners shall be obligated to pay the adjusted amount. At the time each Unit is transferred, subject to restrictions and conditions as may be set forth in the Rules and Regulations, the Unit Owner shall pay to the manager or managing agent or as otherwise directed by the Board, an amount not less than two (2) months' assessments (the "Capital Contribution") which amount shall be deposited in the reserve account.

5.03 Failure to Prepare Annual Budget. The failure or delay of the Board to prepare or serve the annual or adjusted estimate on the Unit Owner shall not constitute a waiver or release in any manner of such Unit Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Unit Owner shall continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period until the monthly maintenance payment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered. Said payment shall be as provided in the By-Laws.

5.04 Books and Records. The board shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available for inspection by any Unit Owner or any representative of an Unit Owner duly authorized in writing, at such reasonable time or times during normal business hours of week days as maybe requested by the Unit Owner. Upon ten (10) days' notice to the Board, any Unit Owner shall be furnished a statement of his/her account, setting forth the amount of any unpaid assessments or other charges due and owing from such Unit Owner.

5.05 Status of Collected Funds. All funds collected shall be held and expended for the purposes designated and (except for such special assessments as may be levied against less than all the Unit Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the Unit Owners as provided in the By-Laws.

5.06 Payment of Assessments. Annual assessments for shall be payable in twelve (12) monthly installments, in advance, on the first day of each month. Special assessments for expenses incurred by the Association for any reason stated herein shall be due and payable within fifteen (15) days after a Unit Owner's receipt thereof, or such other time as may be established by the Board, and shall immediately become a personal liability of the Unit Owner and also a lien, until paid, against the Unit to which charged. No Unit Owner may exempt himself or herself from liability for his or her assessment by waiver of the use of enjoyment of any of the Common Elements and facilities or by abandonment of his or her Unit.

5.07 Remedies for Failure to Pay Assessments. If any Unit Owner shall default in the payment of any charge or assessment imposed by the Board, the Board shall have the authority for and on behalf of itself and said Association and as the representative of all Unit Owners, to exercise and enforce any and all rights and remedies as may be provided in the Act, the By-Laws, this Declaration or otherwise available at law or in equity, for the collection of all such unpaid charges or assessments.

5.08 . Insurance.

(a) **Property Damage Insurance.** The Board of Directors of the Association shall obtain, to the extent available in the normal commercial marketplace, broad form insurance against loss by fire and against loss by lightening, windstorm, hail, snow storm and other risks normally included within risk of loss extended coverage, including vandalism and malicious mischief, insuring all Common Elements, Units and Unit upgrades or betterments, together with all service machinery appurtenant thereto, as well as all personal property belonging to the association, but excluding any Unit Owner personal property, in an amount equal to the full replacement value, with code upgrades, without deduction for depreciation. The Board of Directors shall obtain a third-party insurance appraisal, to be updated at least every 5 years, to determine the full replacement value of the Property insured.

(b) **Additional Insurance.** In addition to the insurance required above, the Board shall obtain, to the extent available in the normal commercial marketplace, with the costs thereof to be borne as a Common Expense:

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- (i) Worker's compensation insurance;
- (ii) Liability insurance providing coverage in an amount not less than two million dollars (\$2,000,000) per occurrence for injury, including death, and property damage covering the Association, the Board of Directors, officers, and all agents and employees of the Association, and all Unit Owners and other persons entitled to occupy any Unit or other portion of the Property;
- (iii) Directors and Officers Insurance covering the officers, directors, property managers and volunteers;
- (iv) Fidelity insurance covering officers, directors, property managers, employees, and other persons who handle or are responsible for handling Association funds. Such insurance shall be in an amount at least equal to no less than three (3) months' operating expenses plus reserves on hand as of the beginning of the fiscal year and shall contain waivers of any defense based upon the exclusion of persons serving without compensation; and

In addition to the insurance required above, the Board of Directors may obtain such other insurance, including cyber or automobile insurance, as it deems necessary.

(c) **Insurance Deductible.** In the event of any insured loss on the Association's master insurance policy, the Association's deductible shall be the responsibility of the person or entity (including the Association) who would be responsible for such damage under the Condominium Documents, in the absence of insurance. If the cause of loss originates within a Unit, the Unit Owner is responsible for the damage costs up to the Association's master insurance policy deductible. If the cause of the loss originates in more than one Unit or a Unit and the Common Elements, the responsibility for paying the Association's deductible shall be equitably apportioned by the Board in its sole discretion among the Unit(s) and/or Common Elements where the loss originated.

(d) **Unit Owner Insurance.** The Unit Owners shall be responsible for and shall obtain insurance coverage for:

- (i) The personal property within the Unit;
- (ii) Coverage A with special perils coverage added, which changes the perils covered from "named perils" to "all risks unless excluded", which insurance should also cover Building/Additions and Alterations/Improvements and Betterments in an amount of at least the Association's master policy deductible(s);
- (iii) Loss assessment coverage, at a minimum limit of the maximum amount that the insurer will cover of the Association's master policy deductible(s);
- (iv) Special perils contents coverage; and
- (v) Sewer backup and sump pump failure coverage.

5.09 Repair and Reconstruction after Damage. Section 7.01 of the Declaration shall govern the repair and reconstruction of the Property after damage has occurred.

5.10 Waiver of Use. No Unit Owner may be exempted from liability for his/her contribution towards the Common Expenses by waiver of the use or enjoyment of any of the Common Elements and facilities or by abandonment of the Unit Owner's Unit.

5.11 Use of Property. The Units and Common Elements shall be occupied and used as follows:

(a) Purpose: No part of the Property shall be used or occupied for other than residential dwelling and related common purposes for which the Property was designed. Each Unit Owner shall use and occupy the Property in compliance with all applicable local, state and federal laws, rules, regulations and ordinances. Each Unit or any two or more adjoining Units used together shall be used as a residence for a single family or such other uses permitted by this Declaration and for no other purpose. That part of the Common Elements separating any two or more adjoining Units used together as aforesaid may be altered to afford ingress and egress to and from such adjoining Units in such manner and upon such conditions as shall be determined by the Board in writing.

(b) Obstruction of Common Elements: There shall be no obstruction of the Common Elements, nor shall anything be stored in the Common Elements without the prior consent of the Board, except as hereinafter expressly provided. Each Unit Owner shall be obligated to maintain and keep in good order and repair his or her own Unit.

(c) Hazardous Uses and Waste: Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Property, or contents thereof, without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his or her Unit or in the Common Elements which will result in the cancellation of insurance on the Property, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements.

(d) Exterior Exposure of Building: Unit Owners shall not cause nor permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the Building except as set forth herein and in the Rules and Regulations, and no awning, canopy, or shutter shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of the Board. Unit Owners shall be allowed to place one "For Sale" or "For Rent" sign within the Unit or Limited Common Element such that it is visible from the exterior of the building. In addition, signs that support or oppose a candidate for public office or referendum question may be displayed to public view from a unit as long as the sign is less than 24 inches by 24 inches in size, is placed no more than 90 days prior to the pertinent election or vote, and is removed within 7 days of the pertinent election or vote

(e) Impairment or Structural Integrity of Building: Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of any Building or which would structurally change any Building except as is otherwise provided herein. No Unit Owner shall overload the electric wiring in the Building, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgement of the Board, an unreasonable disturbance to others.

(f) Recreational Areas, Detention Ponds: The Property includes present and possible future recreational areas and facilities. Unit Owners, members of their immediate families, guests and invitees may use these Common Elements designated for recreational areas and facilities for their intended purposes, including where allowed, the playing, placement of benches or chairs, and allowed reasonable use thereof provided said use does not interfere with the use and enjoyment of the Common Elements by the other Unit Owners. The use of the recreational areas, including the swimming pool, shall be in a safe and reasonable manner. The use of the recreational areas shall be regulated by the Board. Notwithstanding anything to the contrary contained in the Declaration, the detention pond(s) on the Property is (are) dedicated for the purpose of retention of storm water run-off and drainage of the Property. There shall be absolutely no recreational activity or use, including and not by way of limitation, boating, swimming, wading or fishing, on, in or about the detention pond(s). Unit Owners shall be responsible for the acts and omissions of such Unit Owner, and such Unit Owner's guests and invitees with regard to the swimming pool, and detention pond(s) and by acceptance of the deed to his/her Unit, each Unit Owner does hereby, release, indemnify and hold harmless the Association and the Board from and against any and claims, suits, damages, losses and expenses, including reasonable attorneys' fees,

for property damage, bodily injury or death of such Unit Owner, and such Unit Owner's guests and invitees relating to the swimming pool and detention pond(s).

(g) Alterations of Common Elements: Nothing shall be altered or constructed in or removed from the Common Elements except upon the written consent of the Board.

(h) Parking: Parking on the Parking Areas shall be limited to Unit Owners, guests, licensees, and invitees only and shall be on a temporary basis on such Parking Area; as designated in the Declaration.

(i) Animals: No more than two (2) animals shall be allowed in a Unit. An animal owner shall be required upon written request by the Board, to remove an animal from the owner's unit that has been determined to be an unreasonable nuisance. The Board and or its designees shall have the right to determine what constitutes an unreasonable nuisance. Examples of unreasonable nuisance behavior includes but is not limited to the following:

(i) Animals whose unruly behavior causes personal injury or property damage.

(ii) Human companion repeatedly fails to pick up the animal's waste from the common area and limited common area.

(iii) Animals that make noise continuously and/or incessantly for a period of ten minutes or intermittently for one hour or more to the disturbance of any person at any time of day or night.

(iv) Animals which continuously cause foul odor problems for neighbors.

(v) Animals that relieve themselves on walls or floors.

(vi) Animals in common areas that are not under the complete physical control of a responsible human companion and on a hand-held leash of no more than six feet in length or in an animal carrier.

(vii) Animals that exhibit aggressive or other dangerous or potentially dangerous behavior.

(viii) Animals that are conspicuously unclean or parasite infested.

The Association shall have the right to adopt such additional restrictions on animals as the Board deems reasonable in its sole discretion. No animals shall be allowed to roam at large within the Common Elements. Animals shall at all times be leashed and within the immediate control of a person when outside of a Unit. Tethering an animal in the Common Elements or Limited Common Elements is not allowed. All solid waste shall be picked up by the person attending the animal and disposed of in the manner required by the Association.

(j) Nuisances: No noxious or offensive activity shall be carried on in any Unit or in the Common Elements or Limited Common Elements, nor shall anything be done therein which is or may become a nuisance or annoyance to others or which will cause the cancellation of insurance or increase the rate of insurance on any Unit or on the Common elements or Limited Common Elements without the prior written consent of the Association. Conduct of each Unit Owner, residents, or guests and invitees should be free from illegal, annoying or offensive activity. All occupants of Units shall comply with all applicable governmental regulations in their use of their Unit, the Common Elements and the Limited Common Elements.

(k) Exterior Lighting: No exterior lighting may be installed without the express written consent of the Board of Directors of the Association and the compliance with the restrictions of record.

(l) Trees; Shrubs: No trees or shrubs may be planted or removed on the Common Elements without the prior approval of the Board.

(m) Owner Occupancy of Units Required; Leasing Prohibited: Units must be occupied by the title owner of the Unit, and no leasing or rental of Units is allowed (the "Owner Occupancy Requirement"). For purposes of this section, the Owner Occupancy Requirement will not be breached if the occupants are the unit owner's immediate family members, herein defined as a parent, child, spouse/domestic partner, sibling, grandparent, or grandchild, by blood, adoption, marriage, or registered domestic partner; further, if a Unit is owned by an entity, the Owner Occupancy Requirement shall be met if the person occupying the Unit has a substantial ownership interest in the entity or is a trustee or beneficiary of a Trust. The Board of Directors is entitled to ask for evidence showing the purported relationship or ownership interest in the Unit, and the requested evidence must be provided within reasonable time. **In no event will the Owner Occupancy Requirement apply to the Association, where the Unit is acquired by foreclosure of the Association's interest, either judicially or by accepting a deed in lieu of foreclosure.** In line with the Owner Occupancy Requirement, leasing of units for any length of time, including short term rentals, is strictly prohibited.

(n) Special Provisions: No provisions of these By-Laws shall be deemed to nullify, void or invalidate the specific provisions set forth the Declaration, said provisions being deemed to take precedence over any provision of these By-Laws. The Board of Directors shall have the exclusive control and jurisdiction over all facilities within the Common Elements of the Condominium.

5.12 Additions, Alterations, or Improvements by Unit Owners. No Unit Owner shall make any structural addition, alteration, or improvement in or on his/her Unit, nor affix anything to the exterior of his/her Unit nor erect or construct anything in the Limited Common Element assigned to his/her Unit without the prior written consent thereto of the Board of Directors. Any application to any governmental authority for a permit to make an addition, alteration, or improvement in or on any Unit shall be executed by the Board of Directors. The Board of Directors shall not be liable to any contractor, subcontractor, or materialman or to any person sustaining personal injury or property damage, for any claim arising in connection with such addition, alteration, or improvement.

5.13 Rules of Conduct. Rules and regulations concerning the use of the Units and the common and Limited Common Elements and facilities may be promulgated and amended by the Board of Directors. Copies of such rules and regulations shall be furnished by the Board of Directors to each Unit Owner prior to their effective date.

5.14 Utilities. The Board of Directors shall pay, as a Common Expense, all charges for water, waste removal, electricity, gas, telephone, and other necessary utility service for the Common Elements and facilities. Each Unit Owner shall pay the bills for the above items consumed or used in or in connection with the Unit Owner's Unit.

5.15 Right of Access. A Unit Owner shall grant a right of access to his/her Unit to the manager, the managing agent, and any other person authorized by the Board of Directors, the manager, or the managing agent to make inspections, to correct any condition originating in the Unit and threatening another Unit or Common or Limited Common Element or facility, to install, alter, or repair mechanical or electrical services or other common facilities in the Unit or elsewhere in any building, and to correct any condition which violated the provisions of any mortgage covering another Unit. Requests for such entry shall be made in advance and such entry shall be scheduled for a time reasonably convenient to the Unit Owner. However, in case of emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not.

5.16 Borrowing Money. The Board, in its discretion, may borrow money to finance the acquisition of any Unit Ownership or interest therein that is the subject of sale for non-payment of assessments and may further borrow such sums, not to exceed Five Thousand and no/100 Dollars (\$5,000.00), for the purpose of maintaining sufficient funds for the operation of the association and/or the acquisition of such equipment as may be necessary for the maintenance and care of the common elements. The association may borrow such greater sums as may be necessary for the operation of the association and/or the acquisition of equipment or the construction of facilities on the common elements if same is approved by a majority vote of the membership in attendance, in person or by proxy, at any meeting of the association, general or special, that includes notification of the members of the proposed borrowing in the notice of the meeting. The Board may, on behalf of the association, execute any and all necessary documents to secure said financing.

5.17 Title and Transfer of Property. Title to any real estate or personal property owned by the Association, shall be titled in the name of the Association. The Board of Directors shall have the power to acquire or convey property on behalf of the Association. Any conveyance, transfer, lease or pledge of said property shall be executed by the President or Vice-President and countersigned by the Secretary or Assistant Secretary, if any, of the Association as the official act of the Association. Any of the foregoing actions shall be done only if prior approval has been obtained from the Board of the Association at a meeting called for that purpose.

ARTICLE VI MORTGAGES

6.01 Mortgage of Units. Each Unit may be separately mortgaged.

6.02 Notice to Board of Directors. A Unit Owner who mortgages the Unit Owner's Unit shall notify the Board of Directors of the name and address of the mortgagee.

6.03 Notice of Unpaid Common Expenses. The Board of Directors, whenever so requested in writing by a mortgagee of a Unit, shall promptly report any then unpaid Common Expenses or other default by the Owner of the mortgaged Unit.

6.04 Notice of Default. The Board of Directors, when giving notice to a Unit-Owner of a default in paying Common Expenses or other default, shall send a copy of such notice to each holder of a mortgage who has requested the same in advance and in writing.

6.05 Examination of Books. Each Unit Owner and each mortgagee of a Unit shall be permitted to examine the books of account of the Property at reasonable times, on business days, but not more often than once a month.

ARTICLE VII UNPAID ASSESSMENTS ON SALE

7.01 Responsibility of Transferees for Unpaid Assessments. In a voluntary transfer of a Unit, the transferee of the Unit shall be jointly and severally liable with the transferor for all unpaid assessments against the latter up to the time of transfer, without prejudice to the transferee's right to recover from the transferor the amounts paid by the transferee therefor. However, any such transferee shall be entitled to a statement from the Board or President of the Association, or managing agent of the Association, as the case may be, setting forth the amount of the unpaid assessments against the transferor due the Association and such transferee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments made by the Association against the transferor in excess of the amount therein set forth.

ARTICLE VIII CONDEMNATION

8.01 Proceeds Resulting from Condemnation. In the event of condemnation under the Laws of Wisconsin of a portion of the Property including therein a residential building, or buildings, or

Unit, or Units whereby construction of a like building or buildings or Unit or Units cannot be reasonably effected on the remaining premises, the proceeds of said condemnation and rights of action arising thereunder shall be disbursed as follows as set forth in Section 6.01 of the Declaration.

ARTICLE IX RECORDS

9.01 Records and Audits. The Board of Directors or the managing agent shall keep detailed records of the actions of the Board of Directors and the managing agent, minutes of the meetings of the Board of Directors, minutes of the meetings of the Unit Owners, and financial records and books of account of the Property, including a chronological listing of receipts and expenditures, as well as a separate account of each Unit which, among other things, shall contain the amount of each assessment of common charges against each Unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. An annual report of the receipts and expenditures of the Property shall be rendered by the Board of Directors to all Unit Owners and to all mortgagees of Units who have requested the same, promptly after the end of each fiscal year.

ARTICLE X MISCELLANEOUS

10.01 Notices. All notices to the Board of Directors shall be sent by registered or certified mail, c/o the managing agent, or if there is no managing agent, to the office of the Association or to such other address as the Board of Directors may hereafter designate from time to time. All notices of violations of the By-Laws or the Declaration and notices of liens of the Association shall be sent to the Unit Owner by email or mail to his/her Unit or to such other address as may have been designated by him/her from time to time, in writing, to the Board of Directors. In the event said notice shall also be required to be sent to mortgagees of Units, such notice shall be sent by mail to their respective addresses, as designated by them from time to time, in writing, to the Board of Directors. All notices shall be deemed to have been given when mailed or emailed, except notices of changes of address which shall be deemed to have been given when received.

10.02 Invalidity. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these By-Laws.

10.03 Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of these By-Laws or the intent of any provision thereof.

10.04 Gender. The use of the masculine gender in these By-Laws shall be deemed to include all genders and the use of the singular shall be deemed to include the plural, whenever the context so requires.

10.05 Waiver. No restriction, condition, obligation, or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

10.06 Insurance Trustee. The insurance trustee shall be a bank authorized to do business in the State of Wisconsin, designated by the Board of Directors and having a capital surplus and undivided profits of \$1,000,000.00 or more. The Board of Directors shall pay the fees and disbursements which shall constitute a Common Expense.

10.07 Conflicts. These By-Laws are set forth to comply with the requirements of Section 703.10 of the Wisconsin Condominium Ownership Act. In case any of these By-Laws conflict with the provisions of such Act, the provisions of such Act shall control. In case any of these By-Laws conflict with the provisions of the Declaration, the Declaration shall control and, to the extent of any such conflict, the Declaration shall be deemed to be an amendment to the By-Laws.

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ARTICLE XI AMENDMENTS TO BY-LAWS

11.01 Amendments to By-laws. Except as may be otherwise required by the Act or except as otherwise provided or required in the Declaration, these By-Laws may be amended by the agreement of Unit Owners having at least sixty-seven percent (67%) of the votes in the Association and in the manner provided herein. Copies of amendments shall be certified by the President and Secretary of the Association and such amendment shall be effective at the time it is approved. A copy of the amendment shall be mailed or personally or electronically delivered to each Unit Owner at his or her address as stated on the membership roster.

These Amended and Restated Bylaws were duly adopted by a vote of at least 67% of the authorized votes at the owners' meeting held on May 23, 2023.

Karie Pope

KARIE POPE
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$30.00

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this document has been electronically recorded**
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SECOND AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
OWNERSHIP AND OF EASEMENTS,
RESTRICTIONS AND COVENANTS

VILLAS OF RACINE CONDOMINIUMS

Record this document with the
Register of Deeds

Name and Return Address:

Lydia J. Chartre, Esq.
Husch Blackwell LLP
511 North Broadway,
Suite 1100
Milwaukee, WI 53202

(See Exhibit B for Parcel
Numbers)

Parcel Identification Number

THIS INSTRUMENT DRAFTED BY:
LYDIA J. CHARTRE

**SECOND AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF
EASEMENTS, RESTRICTIONS AND COVENANTS
FOR
THE VILLAS OF RACINE CONDOMINIUMS**

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**SECOND AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF
EASEMENTS, RESTRICTIONS AND COVENANTS FOR
THE VILLAS OF RACINE CONDOMINIUMS**

The Villas of Racine Condominiums (the "Condominium") was created by a Declaration, recorded in the office of Register of Deeds for Racine County on October 31, 2003 as Document No. 1941034, as amended on April 15, 2004 as Document No. 1966060 (the "Declaration").

WITNESSETH, THAT:

WHEREAS, the Declaration contains portions which have become obsolete due to changes in the law, the turnover of control from Declarant to the Villas of Racine Condominium Association, Ltd. (the "Association"), and changes in common practice over the years;

WHEREAS, the Association desires to clarify and update the provisions of this Declaration through this Restatement, so that its covenants, as restated, will continue to run with the land and shall be binding on all subsequent owners and occupants of all or any part of the Condominium; and

WHEREAS, the real property (the "Property") subject to this Declaration is as described on Exhibit A appended hereto, and the addresses of the units that comprise the Condominium are as described on Exhibit B appended hereto;

NOW THEREFORE, the Association, pursuant to Chapter 703 of the Wisconsin Statutes, the Condominium Ownership Act, as the same may be amended, renumbered or renamed from time to time (the "Act"), hereby amends and restates its Declaration as follows:

**ARTICLE I
SUBMISSION TO CONDOMINIUM FORM OF OWNERSHIP**

1.01 Property; Description. This Condominium is a residential condominium consisting of two hundred (200) residential units consisting of four (4) Units in fifty (50) separate buildings, together with the Common Elements and amenities described in this Declaration and exhibits to the original Declaration. Included in the Common Elements are all of the roads, walks, water mains and laterals, storm and sanitary sewer mains and laterals, private lakes, parks, detention ponds, swimming pool, club house, and grounds shown on the Plat. (The water, storm and sanitary sewer mains and laterals are not shown on the Plat.) Certain portions of the Common Elements are designated as Limited Common Elements whose units are assigned exclusively to one or more individual unit owners as shown on the condominium plat.

1.02 Name. The name of the condominium shall be "The Villas of Racine Condominiums."

The condominium and Units therein shall be used for residential purposes only.

**ARTICLE II
DEFINITIONS**

For the purpose of clarity and brevity, certain words and terms used in this Declaration are defined as follows:

2.01 "Association": The association of Unit Owners has been established by section 703.15 of the Wisconsin Statutes to govern the condominium and is called The Villas of Racine Condominium Association, Ltd., which is a nonstock corporation under Chapter 181 of the Wisconsin Statutes,, and

which has the powers provided by Chapter 703 of the Wisconsin Statutes and any additional powers granted pursuant to this Declaration.

2.02 "Board": means the governing body of the Association

2.03 "Building": means the structure constructed on the Property containing all of the Units which are situated on the Property.

2.04 "Common Elements": All of the Condominium except the Units and including but not limited thereto:

- (a) the land on which the building is located;
- (b) the foundations, columns, girders, beams, supports, main walls, roofs, and entrances and exits of the building;
- (c) the grounds, basements, yards, gardens, Parking Area, storage spaces, play areas, parks and recreational facilities, roadways, curbs and gutters, water mains and laterals on the Property, storm and sanitary sewer mains and laterals on the Property;
- (d) those areas for the storage of property utilized in the maintenance of the Property and for the storage of personal property owned by the Unit Owners;
- (e) installation of central services such as elevators, power, light, gas, hot and cold water, heating, refrigeration, air conditioning and incinerating, as applicable;
- (f) the tanks, pumps, motors, fans, compressors, ducts and in general all apparatus and installations existing for common use;
- (g) such community and commercial facilities as may be provided for in the Declaration; and
- (h) all other parts of the Property necessary or convenient to its existence, maintenance and safety, or normally in common use.

2.05 "Common Expenses":

- (a) All sums lawfully assessed against the Unit Owners by the Association of Unit Owners; and
- (b) Expenses declared common expenses by the Act or by the Declaration or By-laws.

2.06 "Common Surpluses": The balance of all income, rents, profits and revenues from the Common Elements and facilities remaining after the deduction of the Common Expenses.

2.07 "Declaration": This instrument, by which the Property is submitted to the provisions of the Act, and shall include such amendments, if any, to this instrument as from time to time may be adopted pursuant to the terms hereof.

2.08 "Drives": The surfaced portions of the Property set aside for use for travel by foot or vehicle to and from the building to the public streets or highways.

2.09 "Limited Common Elements": Those Common Elements designated in the Declaration as reserved for exclusive use of one or more but less than all Unit Owners. The Limited Common

Elements shall be as designated and set forth on the Plat, and shall be identified thereon as to type, extent and Unit or Units to which the Limited Common Element is assigned. Fixtures designed to serve a single Unit and located contiguous to the boundary of the Unit shall be deemed to be a Limited Common Element appertaining to that Unit exclusively and need not be shown on the plat.

2.10 "Majority or Majority of Unit Owners": The Unit Owners with more than 50% of the votes in accordance with the votes assigned in the Declaration to the Units for voting purposes.

2.11 "Occupant": Person or persons, other than a Unit Owner, in possession.

2.12 "Parking Area": Exterior area (parking spaces) provided for parking automobiles as shown on the Plat hereinafter described.

2.13 "Person": Individual, corporation, partnership, limited liability company, association, trustee or other legal entity.

2.14 "Plat": The Plat of Survey of the Property, Building and all Units in the Property submitted to the provisions of the Act, which Plat is attached to the original Declaration as Exhibit "B" and by reference expressly incorporated herein and made a part hereof and registered and filed concurrently with the registration of this Declaration with the Racine County Register of Deeds.

2.15 "Property": The land, together with all air space, improvements and structures thereon, and all easements, rights and appurtenances belonging thereto and legally described on Exhibit A.

2.16 "Unit": A part of the Property subject to this Act intended for the private and independent use as a single family residence. See section 3.02 of this Declaration for a specification of unit boundaries.

2.17 "Unit Number": The unique building number and unit number combination designating each Unit as set forth in the Declaration. (For example "Unit 12-101" is Unit 101 in Building 12. [See the Plat for reference]).

2.18 "Unit Owner" or "Owner": The Person or combination of Persons, who owns a Unit and an undivided interest in the Common Elements and facilities appurtenant to such Unit in the percentage specified and established in the Declaration.

2.19 "Unit Ownership": A part of the Property consisting of one Unit and the undivided interest in the Common Elements appurtenant thereto.

ARTICLE III PROPERTY AND UNITS: SUBMISSION TO ACT

3.01 Description of Buildings. The approximate location and dimensions of the Buildings in which the Units are located is shown on the Plat.

3.02 Units; Description and Ownership. The Condominium shall consist of fifty (50) buildings each containing four (4) Units for a total of two hundred (200) Units. The legal description of each Unit shall consist of the Unit Number of such Unit as shown on the Plat. Every deed, lease, mortgage or other instrument may legally describe a Unit by its Unit Number as shown on the plat, and every such description shall be deemed good and sufficient for all purposes, as provided in the Act. Each Unit shall consist of the space enclosed and bounded by the horizontal and vertical planes as follows:

(a) The upper horizontal boundary of each Unit shall be the unfinished ceiling extended to an intersection with the vertical boundaries;

(b) The lower horizontal boundary shall be the plane of the upper surface of the unfinished floor extended to an intersection with the vertical boundaries; and

(c) The vertical boundaries of each Unit shall be the plane of the drywall exposed to the interior of the Unit.

together with that certain garage area connected and providing direct access to such Unit enclosed and bounded by the horizontal and vertical planes as follows:

(d) The upper horizontal boundary of each garage shall be the unfinished ceiling extended to an intersection with the vertical boundaries;

(e) The lower horizontal boundary shall be the plane of the upper surface of the unfinished floor extended to an intersection with the vertical boundaries; and

(f) The vertical boundaries of each garage shall be the plane of the drywall exposed to the interior of the garage.

Notwithstanding the above, all glass and other transparent and/or translucent material or screens covering windows and doors and the material covering other openings in the exterior walls of the Units shall be construed to be within the boundaries or limits and part of the Unit provided it is exclusively served by such windows, doors, and other openings. In addition, the Unit's drywall shall be considered part of the Unit.

Except as otherwise provided by the Act, no Unit Owner shall, by deed, plat or otherwise, subdivide or in any other manner cause the Unit to be separated into any tracts or parcels different from the whole Unit as shown on the Plat.

Each Unit in the Condominium shall be located as substantially shown on the areas designated on the diagrammatic floor plan as shown on the Plat.

3.03 Certain Structures Not Constituting Part of a Unit. No Unit Owner shall own any pipes, wires, conduits, public utility lines or other structural components running through the Unit and serving more than his or her Unit, whether or not such items shall be located in the floors, ceilings, or perimeter or interior walls of the Unit, except as a tenant-in-common with all other Unit Owners. Such pipes, wires, conduits, public utility lines and other structural components that serve multiple Units shall be Common Elements.

3.04 Dimensions. It is expressly stipulated, and each and every purchaser of a Unit, Unit Owner, and their respective heirs, executors, administrators, assigns, successors and grantees hereby acknowledge, that the square footage, size and dimensions of each Building and each Unit as described, set out and shown in the Condominium Documents, are approximate and are shown for descriptive purposes only, and that the Association does not warrant, represent or guarantee that any Unit actually contains the area, square footage or dimensions shown in the Condominium Documents. Each purchaser of a Unit hereby expressly waives any claim or demand which he may have against the Association on account of any difference, shortage or discrepancy between the Unit as actually and physically existing and as it is shown on the Condominium Documents.

ARTICLE IV COMMON ELEMENTS; LIMITED COMMON ELEMENTS

4.01 Ownership of Common Elements. Each Unit Owner shall own an undivided interest in the Common Elements as a tenant-in-common with all other Unit Owners of the Property and, except as otherwise limited in this Declaration, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of such Owner's Unit as a place of residence, and such other

incidental uses permitted by this Declaration, which right shall be appurtenant to and run with the Unit. The extent of the ownership by each Unit Owner of the Common Elements shall be expressed as a percentage. The percentage ownership may be changed upon only unanimous written approval of all the Unit Owners in the form of an amendment to this Declaration duly recorded. In the event of condemnation by public authority as provided in Article IX of this Declaration or of loss as provided in Article X, the percentage ownership may be changed to conform with the provisions set forth therein. Each Unit's corresponding percentage of ownership in the Common Elements shall be a fraction, the numerator of which is one (1) and the denominator of which is two hundred (200). The undivided interest in the Common Elements shall not be separated from the Unit to which it appertains and shall be deemed to be leased, conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

4.02 Partition of Common Elements. There shall be no partition of the Common Elements through judicial proceedings or otherwise unless and until this Declaration is terminated and the Property is no longer held in the condominium form of ownership.

ARTICLE V GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS

5.01 Use of Property. The Units and the Common Elements shall be used for residential purposes only, subject to the further limitations imposed by any applicable local, state or federal statute, rule, or ordinance, and further restricting the use of any portion of the Property which may be classified thereby as wetlands or floodplain.

5.02 No Severance of Ownership. No Unit Owner shall execute any deed, mortgage, lease or other instrument affecting title to the Unit ownership without including therein both his or her interest in the Unit and corresponding percentage of ownership in the Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Whenever a Unit is conveyed, the corresponding percentage of ownership in the Common Elements shall be automatically included in the conveyance whether the same is specifically set forth in the documents of conveyance or not.

5.03 Use of the Common Elements. Subject to the provisions of section 5.05 and section 5.06, each Unit Owner shall have the right to use the Common Elements in common with all other Unit Owners as may be required for the purposes of ingress and egress to, and use, occupancy and enjoyment of, the respective Unit owned by each Unit Owner, and to the use and enjoyment of Common facilities. Such rights shall extend to the Unit Owner and the members of the immediate family and guests and other authorized occupants and visitors of the Unit Owner. The use of the Common Elements and the rights of the Unit Owners with respect thereto shall be subject to and governed by the provisions of the Act, the Declaration and the By-Laws and rules and regulations of the Board of Directors of the Association (hereinafter described and for convenience hereinafter sometimes referred to as the "Board"). The Board of Directors shall have the authority to lease or rent or grant licenses or concessions with respect to the storage areas, laundry or other parts of the Common Elements, subject to the provisions of this Declaration and the By-Laws and rules and regulations of the Association.

5.04 Maintenance of Common Elements; Common Expenses. Except as otherwise provided herein, management, repair, alteration and improvement of the Common Elements and Limited Common Elements shall be the responsibility of the Association. Each Unit Owner shall pay his or her proportionate share of the expenses of maintenance, repair, replacement, administration and operation of the Common Elements, which expenses are hereinafter referred to collectively as "Common Expenses." Such Common Expenses shall be allocated and divided equally among all Units regardless of size. Notwithstanding the foregoing, expenses associated with Limited Common Elements shall be levied against the Units to which such Limited Common Element expenses appertain in proportion to each Unit's proportional interest in the Limited Common Elements. In the event of the failure of a Unit Owner to pay such proportionate share when due, the amount thereof shall constitute a lien on the interest of such Unit Owner, as provided by the Act.

5.05 Easements.

(a) Encroachments: If by reason of the construction, settlement or shifting of any Building, or the design or construction of any Unit, any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or any part of the Unit encroaches or shall hereafter encroach upon any part of the Common Elements or any other Unit, or if by reason of the design or construction of utility systems, any main pipes, ducts or conduits serving more than one Unit encroach or shall hereafter encroach upon any part of any Unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit and the Common Elements, as the case may be, so long as all or any part of the Building containing such Unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the Unit Owner of any Unit or in favor of the Unit Owners of the Common Elements if such encroachment occurred due to the willful conduct of said Unit Owner or Unit Owners.

(b) Easements for Utilities: All public, semi-public or private utilities serving the Property are hereby granted the right to install, lay, construct, operate, maintain, renew, repair or replace, conduits, cables, pipes and wires and other equipment into, over, under, along and on any portion of the Common Elements for the purpose of providing the Property with the utility services, together with the reasonable right of ingress to and egress from the Property for said purpose. The Board may hereafter grant other or additional temporary or permanent easements for utility or other purposes over, under, along and on any portion of said Common Elements, and each Unit Owner hereby grants the Board an irrevocable power of attorney to execute, acknowledge and record or register for and in the name of such Unit Owner, such instruments as may be necessary or appropriate to effectuate the foregoing. Easements are also hereby declared and granted to install, lay, operate, maintain, repair and replace any pipes, wires, ducts, conduits, utility lines or structural components running through the walls of a Unit whether or not such walls lie in whole or in part within the Unit boundaries.

(c) Easements to Run with the Land: All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the undersigned, his or her successors and assigns, and any Unit Owner, purchaser, mortgagee and other person having any interest in the Property or any part or portion thereof. Reference in any deed of conveyance or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Article, or described in any other part of this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such parcels as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

(d) Easements for Police and Fire Protection: A perpetual easement is hereby granted for the free and uninterrupted access to the Property for any and all legally designated law enforcement agencies and fire departments for the performance of their duties.

(e) Easements for Post Office: A perpetual easement is hereby granted for the free and uninterrupted access to the Property for any and all legally designated representatives of the United States Postal Service for the performance of their duties.

(f) Utility Easements: Easements will be granted, as required, to municipal agencies or private parties for the installation and maintenance of the water supply, sewer and sanitation services and other utilities.

5.06 Limited Common Elements. All balconies and patios shall be Limited Common Elements for the exclusive use and possession by the Unit Owner direct access to which is provided from his or her respective Unit and which is or are located outside of and adjoining his or her respective Unit. Unless and until the Board as hereinafter provided determines to the contrary, each Unit Owner shall be responsible for the cost of repair, maintenance and appearance of any balconies and patios which are Limited Common Elements attached to his or her Unit, including (without limitation) responsibility for breakage, damage, malfunction and ordinary wear and tear. A Unit Owner shall not paint, or otherwise decorate or

adorn or change the appearance of any such balcony and patio, in any manner contrary to such rules and regulations as may be established by the Board.

5.07 Separate Mortgages of Units. Each Unit Owner shall have the right to mortgage or encumber his or her own respective Unit, together with his or her respective ownership interest in the Common Elements. No Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the Property or any part thereof, except his or her own Unit and his or her own respective ownership interest in the Common Elements as aforesaid.

5.08 Separate Real Estate Taxes. It is intended and understood that real estate taxes are to be separately taxed to each Unit Owner for his or her Unit and his or her corresponding percentage of ownership in the Common Elements, as provided in the Act. In the event that, for any year, such taxes are not separately taxed to each Unit Owner, but are taxed on the Property as a whole, then each Unit Owner shall pay his or her proportionate share thereof in accordance with his or her respective percentage of ownership interest in the Common Elements.

5.09 Utilities. Each Unit Owner shall pay for his or her own natural gas, cable TV, telephone, electricity and other utilities which are separately metered or billed to each user by the respective utility company. Charges for utilities which are not separately metered or billed shall be treated as part of the Common Expenses.

5.10 Insurance; Unit Owners. Each Unit Owner shall be responsible for his or her own insurance on the contents of his or her own Unit, and his or her personal property stored elsewhere on the Property, as well as certain insurance coverage on the Unit, all to the extent not covered by the fire and liability insurance for all of the Unit Owners obtained as part of the Common Expenses and as set forth in greater detail in the Bylaws.

5.11 Maintenance, Repairs and Replacements of Units.

(a) By the Board: The Board shall be responsible for the maintenance, repair and replacement of the Common Elements, the Limited Common Elements, structural elements of any Building which may be located within a Unit. In addition, the Board shall maintain, repair and replace all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which may be located within the Unit boundaries as specified in Sections 3.02 and 3.03, exclusive of any portions of the foregoing which serve only one Unit or which may be the responsibility of any individual Unit Owner under any other provision of this Declaration. The cost of maintenance, repair, and replacement of the Common Elements shall be a common expense, except as otherwise set forth herein.

(b) By the Owner: Each Unit Owner shall maintain, repair and replace, at his or her expense:

(1) his or her Unit, and the fixtures, equipment and appliances comprising a part thereof, located therein or exclusively serving the same even if located outside the Unit, and including, without limitation, all doors within the Unit and those which open to the Unit from the outside, interior walls and partitions including drywall, windows and window apparatus and glass, sliding glass and screen doors, heating, and air conditioning equipment within the Unit, the air conditioning compressor located outside of the Unit, and the ducts, pipes, wiring, controls, fixtures and other apparatus serving only that Unit, even if located outside the Unit. Each Unit Owner shall be responsible for the cost of keeping his or her Limited Common Elements in a clean and orderly condition, including the repair and maintenance thereof as provided in Section 5.06. However, the Board may provide, by its rules and regulations, for ordinary maintenance and minor repairs and replacements to be furnished to Units by personnel as a Common Expense. Nothing herein contained shall be construed to impose a contractual liability upon the Board for maintenance, repair and replacement, but the Board's liability shall be limited to damages resulting from negligence.

(2) All of the decorating within his or her own Unit from time to time, including painting, wall papering, washing, cleaning, paneling, floor covering, lamps and other furnishings and interior decorating. Each Unit Owner shall be entitled to the exclusive use of such portions of the perimeter walls, floors and ceilings as lie within the boundaries of his or her Unit as shown on the Plat, and such Unit Owner shall maintain such portions in good condition at his or her sole expense as may be required from time to time, which said maintenance and use shall be subject to the rules and regulations of the Board. The interior surfaces of all windows forming part of a perimeter wall of a Unit shall be cleaned or washed at the expense of each respective Unit Owner.

(c) Continuing Requirement: The respective obligations of the Board and Unit Owners set forth in this Declaration shall not be limited, discharged or postponed by reason of the fact that any such maintenance, repair or replacement required to cure a latent or patent defect in material or workmanship in the construction or location of a structure on the property, nor because they may become entitled to the benefit of any construction guarantee or proceeds under policies of insurance.

5.12 Negligence of Owner. If, due to the negligent act or omission of a Unit Owner, or of a member of his or her family or household animal, or of a guest, contractor, or other authorized occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Board, subject to the rules, regulations and By-Laws of the Board.

5.13 Joint Facilities. To the extent that equipment, facilities and fixtures within any Unit or Units shall be connected to similar equipment, facilities or fixtures affecting or serving other Units or the Common Elements, then the use thereof by the individual Unit Owners shall be subject to the rules and regulations of the Board. The authorized representatives of the Board, or of the manager or managing agent for the Building, shall be entitled to reasonable access to the individual Units as may be required in connection with maintenance repairs, or replacements or fixtures affecting or serving other Units or the Common Elements.

ARTICLE VI CONDEMNATION AND UNPAID ASSESSMENTS

6.01 Condemnation.

(a) In the event of condemnation under the Laws of Wisconsin of a portion of the Property including therein the residential building whereby construction of a like building cannot be reasonably effected on the remaining Property, the proceeds of said condemnation and rights of action arising thereunder shall be disturbed as follows:

(1) To the Unit Owners of the individual Units condemned, that portion of the condemnation award attributable to each Unit Owner's Unit and the right of action, if any, arising thereunder and attributable to said Unit, together with said Unit Owner's interest in the condemnation award for the Common Elements condemned plus a sum equal to said Unit Owner's interest in the remaining Common Elements to be paid by the remaining Unit Owners.

(2) To the Unit Owners of the Common Elements whose residential Units were not condemned, as their interests may appear. The Board shall determine whether legal action shall be brought on any right of action arising under the condemnation, Any award obtained by legal action, shall be disbursed to the Unit Owners as their common interests may appear, including the Unit Owners of those Units condemned as though they were voting Unit Owners.

(3) The condemnation of a Unit Owner's Unit and its non-replacement with a like Unit, shall terminate said Unit Owner's membership. The remaining members shall constitute the Unit

Owners of all Common Elements and their interests therein shall be recomputed according to the ratio their Unit bears to the total of the remaining Units as set forth in this Declaration.

6.02 Responsibility of Transferees for Unpaid Assessments. In a voluntary transfer of a Unit, the transferee of the Unit shall be jointly and severally liable with the transferor for all unpaid assessments against the latter up to the time of transfer, without prejudice to the transferee's right to recover from the transferor the amount paid by the transferee therefor. However, any such transferee shall be entitled, upon a written request, to a statement from the Board or President; or managing agent of the Association, as the case may be, setting forth the amount of the unpaid assessments against the transferor due to the Association and such transferee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments made by the Association against the transferor in excess of the amount therein set forth. In the event the association or the Board does not provide a statement setting forth any sums due within ten (10) business days after transferee's request for same, the association or the Board shall be barred from claiming a lien against the transferee.

ARTICLE VII DAMAGE OR DESTRUCTION AND RESTORATION OF THE BUILDING

7.01 Damage or Destruction.

(a) If Insurance Proceeds Cover Cost: In the event the improvements forming a part of the Common Elements shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss, or damage, and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction, the Association acting through its Board of Directors shall undertake such repair, restoration, or reconstruction; and the insurance proceeds shall be applied by the Board or any trustee of the insurance proceeds in payment therefor; provided, however, that if the Common Elements have been damaged or destroyed to the extent of more than seventy-five percent (75%) of their value, then within sixty (60) days after said damage or destruction, shall occur, the Unit Owners may elect either to withdraw the Property from the Act as hereinafter provided in Article VIII, then such repair, restoration or reconstruction shall not be undertaken. In the event of damage or destruction to the building aggregating less than fifty percent (50%) of the total value of the Building, said Building shall be promptly repaired or restored, subject to the provisions of the Bylaws.

(b) Insufficient Insurance: In the event the Property or the improvements thereon so damaged are not insured against the risk causing the loss or damage, or the insurance proceeds are not sufficient to pay the cost of repair, restoration or reconstruction, and the difference between the cost of repair, restoration, or reconstruction, and the Unit Owners and all other parties in interest do not voluntarily make provision for reconstruction of the improvements within ninety (90) days after said damage or destruction shall occur, then the provisions of the Act in such event shall apply.

7.02 Substantial Restoration. Repair, restoration or reconstruction of the improvements, as used in this Article, means restoring the improvements to substantially the same condition in which they existed prior to the fire or other disaster, with each Unit and the Common Elements having the same vertical and horizontal boundaries as before.

ARTICLE VIII SALE OF THE PROPERTY: REMOVAL FROM CONDOMINIUM OWNERSHIP

8.01 Voluntary Sale of the Property. The Unit Owners by affirmative vote of seventy-five percent (75%) of the total vote, at a meeting of Unit Owners called for such purpose, may elect to sell the Property as a whole. Such action shall be binding upon all Unit Owners, and it shall thereupon become the duty of every Unit Owner to execute and deliver such instruments, and to perform all acts as in manner and form may be necessary to effect such sale, provided, however, that any Unit Owner who did not vote in favor of such action and who has filed written objection thereto with the Board within twenty (20) days after the date of the meeting at which said sale was approved shall be entitled to receive from the proceeds of such sale an amount equivalent to the value of his or her interest, as determined by

a fair appraisal, less the amount of any unpaid assessments or charges due and owing from such Unit Owner. In the absence of agreement on an appraiser, such Unit Owner and the Board may each select an appraiser, and the two so selected shall select a third, and the fair market value as determined by a majority of the three appraisers so selected shall control. If either party shall fail to select an appraiser, then the one designate by the other party shall make the appraisal.

8.02 Removal Procedure. All of the Unit Owners may remove the Property from the provisions of this Declaration by executing and recording an instrument to that effect. All holders of liens affecting any of the Units must consent in writing, said consent to be duly recorded, to the transfer of their lien to the percentage of undivided interest of the Unit Owner in the property.

In the event of the removal of the Property from the provisions of this Declaration, the Unit Owners shall own the property as tenants in common, each holding an undivided interest in the property in the same percentage in which he or she held an ownership interest in the Common Elements.

ARTICLE IX

CLAIMS AND REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS AND REGULATIONS

9.01 Abatement and Enjoyment. The violation of any rule, restriction, condition or regulation adopted by the Board, or the breach or default of any covenant, By-Law or provision contained herein or contained in the Act, shall give the Board the right, in addition to the other rights set forth in the Condominium Documents and the Act:

(a) To enter upon the Property upon which, or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and Declarant, or his or her successors or assigns, or the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass;

(b) To prohibit the use of all of the amenities of the condominium and the Common Elements thereof, except for the right of ingress and egress over the drives located on the Common Elements and the use of the individual Unit by the defaulting Unit Owner;

(c) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach;

(d) To fine for any such violation as set forth in the Bylaws and Rules and Regulations; and

(e) To seek damages by appropriate legal proceedings as detailed below.

In any action or proceeding brought on behalf of the Association with respect to any matters referenced in this Section 9.01, the Association shall be entitled to recover from the Unit Owner its costs and expenses (including reasonable attorney fees) incurred therein.

9.02 Owner Claims: Mediation and Arbitration Requirements. In the event that a Unit Owner or resident has a claim to assert against the Association or any member of the Board where the claim relates to or arises from the member's service on the Board, that claim must be submitted to binding arbitration, with Resolute Systems, Inc. or such other arbitrator or arbitrator facility agreed to by the parties, or by the chief judge of the county if the parties can't agree upon an arbitrator and Resolute Systems, Inc. is no longer in business or has a conflict. The unit owner(s) and the Association shall each pay half the cost of the arbitration. Such claims must be commenced with the arbitrator within one year of the date that the Unit Owner or resident knew or should have known of the underlying facts giving rise to the claim. Such claims may also be submitted to non-binding mediation before or during arbitration at the election of the claimant, with both sides paying half the cost of the mediator. The Association shall also

have the option of arbitrating a claim against a Unit Owner (any non-assessment collection and non-declaratory judgment-related claim) using the same procedure above.

9.03 Attorney's Fees. The prevailing party in any claim brought by or against the Association or a Director by a Unit Owner or resident shall be entitled to recover their attorney's fees and costs. In addition, for any claim that is mediated or arbitrated as set forth in Section 9.02 above, the Association is entitled to recover its pre-mediation and/or pre-arbitration attorney's fees and costs if it is ultimately the prevailing party.

9.04 Damages. The Association may assess a Unit Owner the actual damages the Association incurs from the Unit Owner's (its residents, occupants, or guests) failure to abide by the Condominium Declaration, Bylaws, or Rules and Regulations (the "Condominium Documents"). Where appropriate, the Association may also fine for violations of the Condominium Documents, and a schedule of progressive fines shall be set forth in the Rules and Regulations. There shall be a Grievance Procedure set forth in the Rules and Regulations, whereby a Unit Owner may contest the alleged violation. The decision of the Grievance Committee is final and binding. The Association may also assess to the Unit Owner interest and late fees on unpaid fines and assessments, as well as attorney's fees and costs incident to the Unit Owner's failure to abide by the Condominium Documents.

ARTICLE X GENERAL PROVISIONS

10.01 Notice to Mortgage Lenders. Upon written request to the Board, the holder of any duly recorded mortgage or trust deed against any Unit Ownership shall be given a copy of any and all notices permitted or required by this Declaration to be given to the Unit Owner or Unit Owners whose Unit Ownership is subject to such mortgage or trust deed.

10.02 Service of Notices on Devisees and Personal Representatives. Notices required or desired to be given to any devisee or personal representatives of a deceased Unit Owner may be delivered either personally or by mail to such party at his or her address appearing in the records of the Court wherein the estate of such deceased Unit Owner is being administered.

10.03 Covenants to Run With Land. Each grantee by the acceptance of a deed of conveyance, or each purchaser under Articles of Agreement for Warranty Deed or Land Contract or any Contract for any deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time an interest or estate in said land, and shall inure to the benefit of such Unit Owner in like manner as though the provisions to the Declaration were recited and stipulated at length in each and every deed of conveyance.

10.04 Non-Waiver of Covenants. No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur or any time lapse.

10.05 Amendments to Declaration.

(a) Amendment: Except as may be otherwise required by the Act or except as otherwise provided for in this Declaration, this Declaration may be amended by the written consent of Unit Owners having at least sixty-seven percent (67%) of the votes in the Association, and their first mortgagees, if any, and in the manner provided by Section 703.09(2) of the Act, as amended. Copies of amendments shall be certified by the President and Secretary of the Association in a form suitable for recording. A copy of the amendments shall be recorded in the Office of the Register of Deeds of Racine County and such amendment shall be effective at the time it is recorded. A copy of the amendment shall

be mailed or personally or electronically delivered to each Unit Owner at his or her address as stated on the membership roster.

10.06 Severability; Interpretation. The provisions contained herein shall be construed as independent and severable and the invalidity or unenforceability of any provision or portion thereof shall not be deemed to impair or affect the validity or enforceability of the remainder of this Declaration, and in such event, all of the other provisions of this Declaration shall continue in full force and effect. Any conflict between any provision of any Condominium Document and the Act, or any questions regarding the interpretation of any Condominium Documents, shall be governed by the Act. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a first class condominium residential development.

10.07 Indemnity to Board Members. The members of the Board and the officers thereof or of the Association shall not be liable to the Unit Owners for any mistake or judgement or any acts or omissions made in good faith as such members or officers. The Unit Owners shall indemnify and hold harmless each of such members or officers against all contractual liability to others arising out of contracts made by members or officers on behalf of the Unit Owners of the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. Such members or officers shall have no personal liability with respect to any contract made by them on behalf of the Unit Owners of the Association. The liability of any Unit Owner arising out of any contract made by such members or officers or out of the aforesaid indemnity shall be limited to such proportion of the total liability thereunder as his or her percentage interest of all the Unit Owners in the Common Elements bears to the total percentage interest of all the Unit Owners in the Common Elements. Each agreement made by such members or officers or by the managing agent on behalf of the Unit Owners or the Association shall be executed by such members or officers or the managing agent, as the case may be, as agents for the Unit Owners or the Board or Association.

10.08 Captions. The captions and headings of various paragraphs of this Declaration are for convenience only and are not to be construed as defining or limiting the scope or intent of the provisions thereof.

10.09 Registered Agent. The registered agent for service of process on the Association shall be as stated on file with the Wisconsin Department of Financial Institutions. At the time of recording this Second Amended and Restated Declaration, the Registered Agent for the Association is Robbin Vester, 9600 Roxbury Blvd., Racine, WI 534006.

[The remainder of this page if blank. Signature page follows.]

This Second Amended and Restated Declaration complies with the requirements of the Declaration and the applicable law, Wis. Stat. §703.09(2), in that it has been approved by the written consent of Unit owners with not less than sixty-seven percent (67%) of the Unit Owners in the Association, and such consents have been approved by the mortgagees or holders of equivalent security interest in the Units to the extent required by the Act.

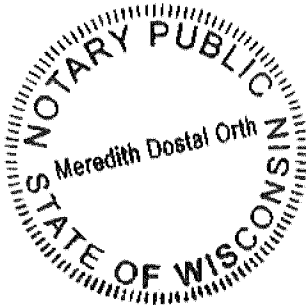
IN WITNESS WHEREOF, the Association has executed this Second Amended and Restated Declaration of Condominium for the Villas of Racine Condominiums this 7 day of August, 2023.

THE VILLAS OF RACINE CONDOMINIUM
ASSOCIATION, LTD., a Wisconsin Non-Stock
Corporation,

By: Robbin Vester
Robbin Vester, President

STATE OF WISCONSIN)
) ss.
COUNTY OF RACINE)

This document was acknowledged before me by Robbin Vester, as President of The Villas of Racine Condominium Association, Ltd. on this 7 day of August, 2023.



Meredith Dostal Orth
Notary Public, State of Wisconsin
Name: Meredith Dostal Orth
My Commission Expires: 4/17/27

ATTEST:

THE VILLAS OF RACINE CONDOMINIUM
ASSOCIATION, LTD., a Wisconsin Non-Stock
Corporation,

By: Kathleen A. Heineck
Kathleen A. Heineck, Secretary

STATE OF WISCONSIN)
) ss.
COUNTY OF RACINE)

This document was acknowledged before me by Kathleen A. Heineck as Secretary of The
Villas of Racine Condominium Association, Ltd. on this 7 day of August, 2023

Meredith Dostal Orth
Notary Public, State of Wisconsin
Name: Meredith Dostal Orth
My Commission Expires: 4/17/27

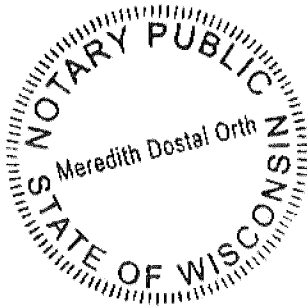


EXHIBIT A

Legal Description

Units 101, 102, 201 and 202 in Building 1, Units 101, 102, 201 and 202 in Building 2, Units 101, 102, 201 and 202 in Building 3, Units 101, 102, 201 and 202 in Building 4, Units 101, 102, 201 and 202 in Building 5, Units 101, 102, 201 and 202 in Building 6, Units 101, 102, 201 and 202 in Building 7, Units 101, 102, 201 and 202 in Building 8, Units 101, 102, 201 and 202 in Building 9, Units 101, 102, 201 and 202 in Building 10, Units 101, 102, 201 and 202 in Building 11, Units 101, 102, 201 and 202 in Building 12, Units 101, 102, 201 and 202 in Building 13, Units 101, 102, 201 and 202 in Building 14, Units 101, 102, 201 and 202 in Building 15, Units 101, 102, 201 and 202 in Building 16, Units 101, 102, 201 and 202 in Building 17, Units 101, 102, 201 and 202 in Building 18, Units 101, 102, 201 and 202 in Building 19, Units 101, 102, 201 and 202 in Building 20, Units 101, 102, 201 and 202 in Building 21, Units 101, 102, 201 and 202 in Building 22, Units 101, 102, 201 and 202 in Building 23, Units 101, 102, 201 and 202 in Building 24, Units 101, 102, 201 and 202 in Building 25, Units 101, 102, 201 and 202 in Building 26, Units 101, 102, 201 and 202 in Building 27, Units 101, 102, 201 and 202 in Building 28, Units 101, 102, 201 and 202 in Building 29, Units 101, 102, 201 and 202 in Building 30, Units 101, 102, 201 and 202 in Building 31, Units 101, 102, 201 and 202 in Building 32, Units 101, 102, 201 and 202 in Building 33, Units 101, 102, 201 and 202 in Building 34, Units 101, 102, 201 and 202 in Building 35, Units 101, 102, 201 and 202 in Building 36, Units 101, 102, 201 and 202 in Building 37, Units 101, 102, 201 and 202 in Building 38, Units 101, 102, 201 and 202 in Building 39, Units 101, 102, 201 and 202 in Building 40, Units 101, 102, 201 and 202 in Building 41, Units 101, 102, 201 and 202 in Building 42, Units 101, 102, 201 and 202 in Building 43, Units 101, 102, 201 and 202 in Building 44, Units 101, 102, 201 and 202 in Building 45, Units 101, 102, 201 and 202 in Building 46, Units 101, 102, 201 and 202 in Building 47, Units 101, 102, 201 and 202 in Building 48, Units 101, 102, 201 and 202 in Building 49 and Units 101, 102, 201 and 202 in Building 50, in The Villas of Racine Condominium(s) created by a "Declaration of Condominium" recorded on October 31, 2003, in the Office of the Register of Deeds for Racine County, Wisconsin, as Document No. 1941034, and any amendments and/or corrections thereto, and by its Condominium Plat and any amendments and/or corrections thereto. Said land being in the Village of Mt. Pleasant, County of Racine, State of Wisconsin.

EXHIBIT B

Tax Key Numbers

<u>Tax Key</u>	<u>Building No.</u>	<u>Street Address and Unit No.</u>
151032216100001	Bldg. 1	962 Bedford Court, Unit 101
151032216100002	Bldg. 1	964 Bedford Court, Unit 102
151032216100003	Bldg. 1	960 Bedford Court, Unit 201
151032216100004	Bldg. 1	966 Bedford Court, Unit 202
151032216100005	Bldg. 2	975 Bedford Court, Unit 101
151032216100006	Bldg. 2	973 Bedford Court, Unit 102
151032216100007	Bldg. 2	977 Bedford Court, Unit 201
151032216100008	Bldg. 2	971 Bedford Court, Unit 202
151032216100009	Bldg. 3	997 Bedford Court, Unit 101
151032216100010	Bldg. 3	995 Bedford Court, Unit 102
151032216100011	Bldg. 3	999 Bedford Court, Unit 201
151032216100012	Bldg. 3	993 Bedford Court, Unit 202
151032216100013	Bldg. 4	1027 Bedford Court, Unit 101
151032216100014	Bldg. 4	1025 Bedford Court, Unit 102
151032216100015	Bldg. 4	1029 Bedford Court, Unit 201
151032216100016	Bldg. 4	1023 Bedford Court, Unit 202
151032216100017	Bldg. 5	1047 Bedford Court, Unit 101
151032216100018	Bldg. 5	1045 Bedford Court, Unit 102
151032216100019	Bldg. 5	1049 Bedford Court, Unit 201
151032216100020	Bldg. 5	1043 Bedford Court, Unit 202
151032216100021	Bldg. 6	1055 Bedford Court, Unit 101
151032216100022	Bldg. 6	1053 Bedford Court, Unit 102
151032216100023	Bldg. 6	1057 Bedford Court, Unit 201
151032216100024	Bldg. 6	1051 Bedford Court, Unit 202

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151032216100025	Bldg. 7	1075 Bedford Court, Unit 101
151032216100026	Bldg. 7	1073 Bedford Court, Unit 102
151032216100027	Bldg. 7	1077 Bedford Court, Unit 201
151032216100028	Bldg. 7	1071 Bedford Court, Unit 202
151032216100029	Bldg. 8	1105 Bedford Court, Unit 101
151032216100030	Bldg. 8	1103 Bedford Court, Unit 102
151032216100031	Bldg. 8	1107 Bedford Court, Unit 201
151032216100032	Bldg. 8	1101 Bedford Court, Unit 202
151032216100033	Bldg. 9	1125 Bedford Court, Unit 101
151032216100034	Bldg. 9	1123 Bedford Court, Unit 102
151032216100035	Bldg. 9	1127 Bedford Court, Unit 201
151032216100036	Bldg. 9	1121 Bedford Court, Unit 202
151032216100037	Bldg. 10	1138 Bedford Court, Unit 101
151032216100038	Bldg. 10	1139 Bedford Court, Unit 102
151032216100039	Bldg. 10	1136 Bedford Court, Unit 201
151032216100040	Bldg. 10	1137 Bedford Court, Unit 202
151032216100041	Bldg. 11	1124 Bedford Court, Unit 101
151032216100042	Bldg. 11	1126 Bedford Court, Unit 102
151032216100043	Bldg. 11	1122 Bedford Court, Unit 201
151032216100044	Bldg. 11	1128 Bedford Court, Unit 202
151032216100045	Bldg. 12	1104 Bedford Court, Unit 101
151032216100046	Bldg. 12	1106 Bedford Court, Unit 102
151032216100047	Bldg. 12	1102 Bedford Court, Unit 201
151032216100048	Bldg. 12	1108 Bedford Court, Unit 202
151032216100049	Bldg. 13	1072 Bedford Court, Unit 101
151032216100050	Bldg. 13	1074 Bedford Court, Unit 102
151032216100051	Bldg. 13	1070 Bedford Court, Unit 201

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151032216100052	Bldg. 13	1076 Bedford Court, Unit 202
151032216100053	Bldg. 14	1054 Bedford Court, Unit 101
151032216100054	Bldg. 14	1056 Bedford Court, Unit 102
151032216100055	Bldg. 14	1052 Bedford Court, Unit 201
151032216100056	Bldg. 14	1058 Bedford Court, Unit 202
151032216100057	Bldg. 15	1042 Bedford Court, Unit 101
151032216100058	Bldg. 15	1044 Bedford Court, Unit 102
151032216100059	Bldg. 15	1040 Bedford Court, Unit 201
151032216100060	Bldg. 15	1046 Bedford Court, Unit 202
151032216100061	Bldg. 16	1022 Bedford Court, Unit 101
151032216100062	Bldg. 16	1024 Bedford Court, Unit 102
151032216100063	Bldg. 16	1020 Bedford Court, Unit 201
151032216100064	Bldg. 16	1026 Bedford Court, Unit 202
151032216100065	Bldg. 17	992 Bedford Court, Unit 101
151032216100066	Bldg. 17	994 Bedford Court, Unit 102
151032216100067	Bldg. 17	990 Bedford Court, Unit 201
151032216100068	Bldg. 17	996 Bedford Court, Unit 202
151032216100069	Bldg. 18	954 Hastings Court, Unit 101
151032216100070	Bldg. 18	956 Hastings Court, Unit 102
151032216100071	Bldg. 18	952 Hastings Court, Unit 201
151032216100072	Bldg. 18	958 Hastings Court, Unit 202
151032216100073	Bldg. 19	957 Hastings Court, Unit 101
151032216100074	Bldg. 19	955 Hastings Court, Unit 102
151032216100075	Bldg. 19	959 Hastings Court, Unit 201
151032216100076	Bldg. 19	953 Hastings Court, Unit 202
151032216100077	Bldg. 20	965 Hastings Court, Unit 101
151032216100078	Bldg. 20	963 Hastings Court, Unit 102

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151032216100079	Bldg. 20	987 Hastings Court, Unit 201
151032216100080	Bldg. 20	981 Hastings Court, Unit 202
151032216100081	Bldg. 21	1015 Hastings Court, Unit 101
151032216100082	Bldg. 21	1013 Hastings Court, Unit 102
151032216100083	Bldg. 21	1017 Hastings Court, Unit 201
151032216100084	Bldg. 21	1011 Hastings Court, Unit 202
151032216100085	Bldg. 22	1037 Hastings Court, Unit 101
151032216100086	Bldg. 22	1035 Hastings Court, Unit 102
151032216100087	Bldg. 22	1039 Hastings Court, Unit 201
151032216100088	Bldg. 22	1033 Hastings Court, Unit 202
151032216100089	Bldg. 23	1065 Hastings Court, Unit 101
151032216100090	Bldg. 23	1063 Hastings Court, Unit 102
151032216100091	Bldg. 23	1067 Hastings Court, Unit 201
151032216100092	Bldg. 23	1061 Hastings Court, Unit 202
151032216100093	Bldg. 24	1085 Hastings Court, Unit 101
151032216100094	Bldg. 24	1083 Hastings Court, Unit 102
151032216100095	Bldg. 24	1087 Hastings Court, Unit 201
151032216100096	Bldg. 24	1081 Hastings Court, Unit 202
151032216100097	Bldg. 25	1115 Hastings Court, Unit 101
151032216100098	Bldg. 25	1113 Hastings Court, Unit 102
151032216100099	Bldg. 25	1117 Hastings Court, Unit 201
151032216100100	Bldg. 25	1111 Hastings Court, Unit 202
151032216100101	Bldg. 26	1137 Hastings Court, Unit 101
151032216100102	Bldg. 26	1135 Hastings Court, Unit 102
151032216100103	Bldg. 26	1139 Hastings Court, Unit 201
151032216100104	Bldg. 26	1133 Hastings Court, Unit 202
151032216100105	Bldg. 27	1134 Hastings Court, Unit 101

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151032216100106	Bldg. 27	1136 Hastings Court, Unit 102
151032216100107	Bldg. 27	1132 Hastings Court, Unit 201
151032216100108	Bldg. 27	1138 Hastings Court, Unit 202
151032216100109	Bldg. 28	1114 Hastings Court, Unit 101
151032216100110	Bldg. 28	1116 Hastings Court, Unit 102
151032216100111	Bldg. 28	1112 Hastings Court, Unit 201
151032216100112	Bldg. 28	1118 Hastings Court, Unit 202
151032216100113	Bldg. 29	1084 Hastings Court, Unit 101
151032216100114	Bldg. 29	1086 Hastings Court, Unit 102
151032216100115	Bldg. 29	1082 Hastings Court, Unit 201
151032216100116	Bldg. 29	1088 Hastings Court, Unit 202
151032216100117	Bldg. 30	1064 Hastings Court, Unit 101
151032216100118	Bldg. 30	1066 Hastings Court, Unit 102
151032216100119	Bldg. 30	1062 Hastings Court, Unit 201
151032216100120	Bldg. 30	1068 Hastings Court, Unit 202
151032216100121	Bldg. 31	1034 Hastings Court, Unit 101
151032216100122	Bldg. 31	1036 Hastings Court, Unit 102
151032216100123	Bldg. 31	1032 Hastings Court, Unit 201
151032216100124	Bldg. 31	1038 Hastings Court, Unit 202
151032216100125	Bldg. 32	1014 Hastings Court, Unit 101
151032216100126	Bldg. 32	1016 Hastings Court, Unit 102
151032216100127	Bldg. 32	1012 Hastings Court, Unit 201
151032216100128	Bldg. 32	1018 Hastings Court, Unit 202
151032216100129	Bldg. 33	984 Hastings Court, Unit 101
151032216100130	Bldg. 33	986 Hastings Court, Unit 102
151032216100131	Bldg. 33	962 Hastings Court, Unit 201
151032216100132	Bldg. 33	968 Hastings Court, Unit 202

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151032216100133	Bldg. 34	982 Stratford Court, Unit 101
151032216100134	Bldg. 34	984 Stratford Court, Unit 102
151032216100135	Bldg. 34	980 Stratford Court, Unit 201
151032216100136	Bldg. 34	986 Stratford Court, Unit 202
151032216100137	Bldg. 35	985 Stratford Court, Unit 101
151032216100138	Bldg. 35	983 Stratford Court, Unit 102
151032216100139	Bldg. 35	987 Stratford Court, Unit 201
151032216100140	Bldg. 35	981 Stratford Court, Unit 202
151032216100141	Bldg. 36	995 Stratford Court, Unit 101
151032216100142	Bldg. 36	993 Stratford Court, Unit 102
151032216100143	Bldg. 36	997 Stratford Court, Unit 201
151032216100144	Bldg. 36	991 Stratford Court, Unit 202
151032216100145	Bldg. 37	1015 Stratford Court, Unit 101
151032216100146	Bldg. 37	1013 Stratford Court, Unit 102
151032216100147	Bldg. 37	1017 Stratford Court, Unit 201
151032216100148	Bldg. 37	1011 Stratford Court, Unit 202
151032216100149	Bldg. 38	1047 Stratford Court, Unit 101
151032216100150	Bldg. 38	1045 Stratford Court, Unit 102
151032216100151	Bldg. 38	1049 Stratford Court, Unit 201
151032216100152	Bldg. 38	1042 Stratford Court, Unit 202
151032216100153	Bldg. 39	1057 Stratford Court, Unit 101
151032216100154	Bldg. 39	1055 Stratford Court, Unit 102
151032216100155	Bldg. 39	1059 Stratford Court, Unit 201
151032216100156	Bldg. 39	1053 Stratford Court, Unit 202
151032216100157	Bldg. 40	1077 Stratford Court, Unit 101
151032216100158	Bldg. 40	1075 Stratford Court, Unit 102
151032216100159	Bldg. 40	1079 Stratford Court, Unit 201

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151032216100160	Bldg. 40	1073 Stratford Court, Unit 202
151032216100161	Bldg. 41	1107 Stratford Court, Unit 101
151032216100162	Bldg. 41	1105 Stratford Court, Unit 102
151032216100163	Bldg. 41	1109 Stratford Court, Unit 201
151032216100164	Bldg. 41	1103 Stratford Court, Unit 202
151032216100165	Bldg. 42	1135 Stratford Court, Unit 101
151032216100166	Bldg. 42	1133 Stratford Court, Unit 102
151032216100167	Bldg. 42	1137 Stratford Court, Unit 201
151032216100168	Bldg. 42	1131 Stratford Court, Unit 202
151032216100169	Bldg. 43	1144 Stratford Court, Unit 101
151032216100170	Bldg. 43	1143 Stratford Court, Unit 102
151032216100171	Bldg. 43	1142 Stratford Court, Unit 201
151032216100172	Bldg. 43	1141 Stratford Court, Unit 202
151032216100173	Bldg. 44	1134 Stratford Court, Unit 101
151032216100174	Bldg. 44	1136 Stratford Court, Unit 102
151032216100175	Bldg. 44	1132 Stratford Court, Unit 201
151032216100176	Bldg. 44	1138 Stratford Court, Unit 202
151032216100177	Bldg. 45	1104 Stratford Court, Unit 101
151032216100178	Bldg. 45	1106 Stratford Court, Unit 102
151032216100179	Bldg. 45	1102 Stratford Court, Unit 201
151032216100180	Bldg. 45	1108 Stratford Court, Unit 202
151032216100181	Bldg. 46	1074 Stratford Court, Unit 101
151032216100182	Bldg. 46	1076 Stratford Court, Unit 102
151032216100183	Bldg. 46	1072 Stratford Court, Unit 201
151032216100184	Bldg. 46	1078 Stratford Court, Unit 202
151032216100185	Bldg. 47	1054 Stratford Court, Unit 101
151032216100186	Bldg. 47	1056 Stratford Court, Unit 102

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151032216100187	Bldg. 47	1052 Stratford Court, Unit 201
151032216100188	Bldg. 47	1058 Stratford Court, Unit 202
151032216100189	Bldg. 48	1044 Stratford Court, Unit 101
151032216100190	Bldg. 48	1046 Stratford Court, Unit 102
151032216100191	Bldg. 48	1042 Stratford Court, Unit 201
151032216100192	Bldg. 48	1048 Stratford Court, Unit 202
151032216100193	Bldg. 49	1014 Stratford Court, Unit 101
151032216100194	Bldg. 49	1016 Stratford Court, Unit 102
151032216100195	Bldg. 49	1012 Stratford Court, Unit 201
151032216100196	Bldg. 49	1018 Stratford Court, Unit 202
151032216100197	Bldg. 50	994 Stratford Court, Unit 101
151032216100198	Bldg. 50	996 Stratford Court, Unit 102
151032216100199	Bldg. 50	992 Stratford Court, Unit 201
151032216100200	Bldg. 50	998 Stratford Court, Unit 202

Budget

The Villas of Racine Condominium Association, LTD

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Operating Income	2026 Budget	2026 Monthly HOA
Assessment Income		
Association Dues	\$ 960,000.00	\$ 400.00
Total Assessment Income	\$ 960,000.00	\$ 400.00
Operating Expenses		
Clubhouse Expenses		
Pool Services and Supplies	\$ 30,000.00	\$ 12.50
Office Expenses	\$ 5,000.00	\$ 2.08
Accountant	\$ 1,500.00	\$ 0.63
Cable Internet	\$ 1,500.00	\$ 0.63
Total Clubhouse Expenses	\$ 38,000.00	\$ 15.84
Administrative Expenses		
Bank Charges	\$ 150.00	\$ 0.06
Income Tax	\$ 5,000.00	\$ 2.08
Management Fee	\$ 51,000.00	\$ 21.25
Legal Expense	\$ 10,000.00	\$ 4.17
Miscellaneous Expense	\$ 1,500.00	\$ 0.63
Insurance	\$ 115,000.00	\$ 47.92
Total Administrative Expense	\$ 182,650.00	\$ 76.11
Utility Expense		
Utilities	\$ 23,000.00	\$ 9.58
Water	\$ 50,000.00	\$ 20.83
Total Utility Expense	\$ 73,000.00	\$ 30.41
Repair and Maintenance Expense		
Building Maintenance	\$ 55,000.00	\$ 22.92
Janitorial	\$ 10,000.00	\$ 4.17
Concrete	\$ 10,000.00	\$ 4.17
Total Repair and Maintenance Expense	\$ 75,000.00	\$ 31.26
Grounds Expense		
Grounds Maintenance - Contract	\$ 65,000.00	\$ 27.08
Pond Maintenance	\$ 20,000.00	\$ 8.33
Snow and Ice Removal	\$ 47,000.00	\$ 19.58
Grounds Maintenance - General	\$ 50,000.00	\$ 20.83
Total Grounds Expense	\$ 182,000.00	\$ 75.82
Total Operating Expenses	\$ 550,650.00	\$ 229.44
Transfer to Replacement Reserve		
Transfer to Reserve	\$ 409,350.00	\$ 170.56
Total Transfer to Replacement Reserve	\$ 409,350.00	\$ 170.56
Total Expense	\$ 960,000.00	\$ 400.00
2026 Reserve Projects Estimated Expenses	\$ 460,000.00	
8 roofs at \$44,000 each \$352,000, North Stratford Concrete and Asphalt Replacement \$108,000		

Articles of Incorporation
The Villas of Racine Condominium Association, LTD

Order: 9DPGPGH3C
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ARTICLES OF INCORPORATION

2004 APR -7 AM 8:17

OF

THE VILLAS OF RACINE CONDOMINIUM ASSOCIATION, LTD.
(a non-stock, non-profit corporation)

The undersigned, being a natural persons over the age of eighteen (18) years and acting as incorporator of a non-stock, non-profit corporation under the provisions of the Wisconsin Non-Stock Corporation Law, Chapter 181 of the Wisconsin Statutes, does hereby adopt the following as the Articles of Incorporation of such corporation:

ARTICLE I

Name

The name of the Corporation shall be THE VILLAS OF RACINE CONDOMINIUM ASSOCIATION, LTD. (the "Association").

ARTICLE II

Period of Existence

The period of existence of the Association shall be perpetual.

ARTICLE III

Purposes

The purposes for which this Association is organized are as follows:

(a) To serve as an association of unit owners who own real estate and improvements under the condominium form of ownership (such real estate and improvements hereinafter sometimes referred to as "condominium property"), as provided in the Condominium Ownership Act under the laws of the State of Wisconsin and subject to the terms and conditions of the Condominium Declaration for THE VILLAS OF RACINE CONDOMINIUMS recorded in the Office of the Register of Deeds for Racine County, Wisconsin (hereinafter referred to as ("Declaration");

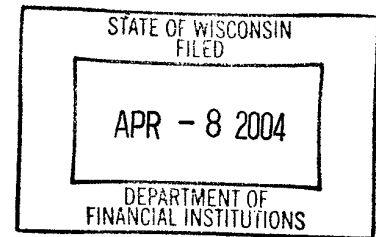
(b) To serve as a means through which the unit owners may collectively and efficiently administer, manage, operate and control the condominium property in accordance with the Condominium Ownership Act and the Declaration; and

(c) To engage in lawful activity included in and permitted under the Condominium Ownership Act and the Declaration within the purposes for which a non-stock, non-profit corporation might be organized under the Wisconsin Non-Stock Corporation Law.

ARTICLE IV

Powers

The Association shall have and exercise all of the powers enumerated in the Wisconsin Condominium Ownership Act and the Wisconsin Non-Stock Corporation Law, to the extent not inconsistent with the Condominium Ownership Act, the Declaration or the By-laws, including without limitation, the following:



- (a) To exercise exclusive management and control of the common elements and facilities and limited common elements described and set forth in the Declaration;
- (b) To hire, engage or employ and discharge such persons or entitles as it may deem necessary or advisable to assist in the management of its affairs or to properly effectuate the duties and responsibilities of the Association as set forth in the Declaration;
- (c) To maintain, repair, replace, reconstruct, operate and protect the common elements and facilities and limited common elements as set forth in the Declaration;
- (d) To determine, levy and collect assessments against the unit owners and use the proceeds thereof in the exercise of its powers and duties, including without limitation ,the payment of operating expenses of the Association and the common expenses relating to the maintenance, repair, replacement, reconstruction, operation and protection of the common elements and facilities and limited common elements as described and set forth in the Declaration;
- (e) To enter into contracts on behalf of the unit owners and act as agent of the unit owners, with regard to, among other things, common services as required for each unit, utilities, and such other matters as may be determined by the members of the Association;
- (f) To purchase insurance on the condominium property and insurance for the benefit of the Association and its members as set forth in the Declaration;
- (g) To make and amend By-laws and reasonable rules and regulations governing, among other things, the use and operation of the condominium property in the manner provided by the Declaration;
- (h) To enforce by legal means the provisions of the Condominium Ownership Act, the Declaration, the By-laws, assessments and liens against the units, and any rules and regulations governing the use and operation of the condominium property;
- (i) To establish and maintain one or more bank accounts for deposit and withdrawal of the funds of the Association;
- (j) To do all things necessary or convenient to effectuate the purposes of this Association and the Declaration.

ARTICLE V

Members

All owners of units in the THE VILLAS OF RACINE CONDOMINIUM ASSOCIATION, LTD. shall be entitled and required to be members of the Association, and membership shall be limited to such owners. The respective rights, qualifications and obligations of membership shall be set forth in the By-laws of the Association.

ARTICLE VI

Principal Office and Registered Agency

The location of the initial principal office of the Association shall be at 243 East Buffalo Street, Milwaukee, Wisconsin 53202 and the initial registered agent at such address shall be Michael J. Petersen.

ARTICLE VII

Directors

The number of directors of the corporation shall be as fixed in the By-laws, but in no event shall be less than three (3). The manner in which directors shall be elected, appointed or removed shall be provided in the By-laws.

The number of directors constituting the initial Board of Directors shall be three (3), and the names and addresses of the initial directors are:

1. Michael J. Petersen
243 East Buffalo Street
Milwaukee, Wisconsin 53202
2. Jason Fettig
243 East Buffalo Street
Milwaukee, Wisconsin 53202
3. Thomas Gibes
243 East Buffalo Street
Milwaukee, Wisconsin 53202

ARTICLE VIII

Officers

The principal officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer. The officers shall be elected, appointed or removed in the manner provided by the By-laws, and shall have and exercise the powers and duties assigned in the By-laws.

ARTICLE IX

Incorporator

The name and address of the incorporator of this Association is:

Paul G. Sherburne
Domnitz, Mawicke & Goisman, S.C.
1509 N. Prospect Ave.
Milwaukee WI 53202

ARTICLE X

Stock, Dividends, Dissolution

The Association shall not have or issue shares of stock. No dividend shall ever be paid to members of the Association, and no part of the income, assets or surplus of the Association shall be distributed to its members, directors, or officers, except upon dissolution of the Association. The Association may pay compensation in reasonable amounts to employees, members, directors, or officers for services rendered, except as limited in the By-laws, and may confer benefits upon its members in conformity with its purposes.

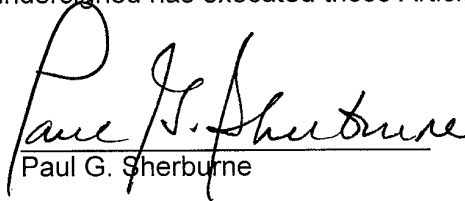
In the event of dissolution of the Association, and the removal of THE VILLAS OF RACINE CONDOMINIUM ASSOCIATION, LTD. from the provisions of the Wisconsin Condominium Ownership Act, all of the Associations' assets, after payment of its liabilities and obligations, shall be distributed to the members of the Association in accordance with their undivided percentage interest in the common elements of the condominium.

ARTICLE XI

Amendment

These Articles may be amended in the manner provided by law at the time of amendment.

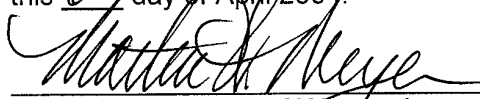
6TH IN WITNESS WHEREOF, the undersigned has executed these Articles in duplicate this 6TH day of April 2004.


Paul G. Sherburne

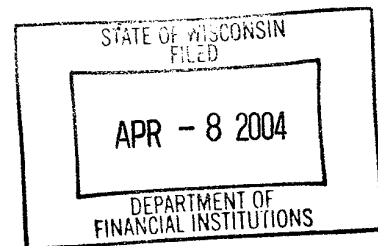
STATE OF WISCONSIN)
)SS
MILWAUKEE COUNTY)

On this 6TH day of April 2004, personally appeared before me the above named Paul G. Sherburne, known to me to be the person whose name is subscribed to the foregoing Articles of Incorporation, and he acknowledged that he executed the same for the purposes therein contained.

Subscribed and sworn to before me
this 6TH day of April 2004.


Notary Public, State of Wisconsin
My commission is permanent

This instrument was drafted by:
Paul G. Sherburne
Domnitz, Mawicke & Goisman, S.C.
1509 North Prospect Avenue
Milwaukee, Wisconsin 53202
(414) 224-0600



Annual Financials
The Villas of Racine Condominium Association, LTD

Order: 9DPGPGH3C
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The Villas of Racine Condominium Association, LTD

Balance Sheet Comparison: November 30, 2025 vs December 31, 2025

	Last Month	Current Month	Difference
Current Assets			
CIT Operating	\$46,315.94	\$55,935.51	\$9,619.57
Receivables	\$13,334.13	\$15,054.13	\$1,720.00
Total Current Assets	\$59,650.07	\$70,989.64	\$11,339.57
Reserves			
Reserve Account	\$322,581.33	\$298,986.73	(\$23,594.60)
Total Reserves	\$322,581.33	\$298,986.73	(\$23,594.60)
Total Assets	\$382,231.40	\$369,976.37	(\$12,255.03)

	Last Month	Current Month	Difference
Liability			
Prepaid	\$19,671.19	\$22,946.19	\$3,275.00
Total Liability	\$19,671.19	\$22,946.19	\$3,275.00
Equity			
Net Profit/Loss	(\$86,140.47)	(\$101,670.50)	(\$15,530.03)
Retained Earnings	\$448,700.68	\$448,700.68	-
Total Equity	\$362,560.21	\$347,030.18	(\$15,530.03)
Total Liabilities / Equity	\$382,231.40	\$369,976.37	(\$12,255.03)

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The Villas of Racine Condominium Association, LTD

Statement of Revenues and Expenses 12/1/2025 - 12/31/2025

	Current Period			Year To Date			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
Operating Income							
Assessment Income							
5001 - Association Dues	70,000.00	70,000.00	-	840,350.00	840,000.00	350.00	840,000.00
Total Assessment Income	70,000.00	70,000.00	-	840,350.00	840,000.00	350.00	840,000.00
Other Income							
5043 - Clubhouse Rental	300.00	-	300.00	2,250.00	-	2,250.00	-
5101 - Interest Income	2.82	-	2.82	55.45	-	55.45	-
5118 - NSF Check Fee	10.00	-	10.00	120.00	-	120.00	-
5124 - Late Fees	400.00	-	400.00	4,000.00	-	4,000.00	-
5204 - Locks and Keys	-	-	-	230.00	-	230.00	-
5216 - Transfer Fees	-	-	-	1,400.00	-	1,400.00	-
5218 - Fines	-	-	-	2,350.00	-	2,350.00	-
5235 - Interest on Delinquents	-	-	-	1,680.87	-	1,680.87	-
5242 - Maint. Charged to Homeowners	-	-	-	541.25	-	541.25	-
Total Other Income	712.82	-	712.82	12,627.57	-	12,627.57	-
Total Income	70,712.82	70,000.00	712.82	852,977.57	840,000.00	12,977.57	840,000.00

Operating Expense

Clubhouse Expenses

6109 - Pool Services & Supplies	-	-	-	42,884.29	45,000.00	2,115.71	45,000.00
6119 - Office Expenses	40.16	416.63	376.47	2,969.35	5,000.00	2,030.65	5,000.00
6125 - Accounting Review	-	-	-	-	1,500.00	1,500.00	1,500.00
6132 - Clubhouse Improvements	-	-	-	2,269.97	-	(2,269.97)	-
6133 - Cable/Internet	137.87	108.37	(29.50)	1,543.64	1,300.00	(243.64)	1,300.00
Total Clubhouse Expenses	178.03	525.00	346.97	49,667.25	52,800.00	3,132.75	52,800.00

Administrative Expense

6212 - Bank Charges	10.00	-	(10.00)	140.00	-	(140.00)	-
6223 - Income Tax	-	-	-	4,094.00	3,000.00	(1,094.00)	3,000.00
6311 - Management Fee	4,061.67	4,166.63	104.96	48,740.04	50,000.00	1,259.96	50,000.00
6312 - Office Supplies	-	-	-	157.61	-	(157.61)	-
6341 - Legal Expense	751.50	833.37	81.87	4,686.52	10,000.00	5,313.48	10,000.00
6390 - Miscellaneous Expense	-	125.00	125.00	25.00	1,500.00	1,475.00	1,500.00
6941 - Insurance	-	7,500.00	7,500.00	100,895.00	90,000.00	(10,895.00)	90,000.00
Total Administrative Expense	4,823.17	12,625.00	7,801.83	158,738.17	154,500.00	(4,238.17)	154,500.00

Utility Expense

6404 - Utilities	1,081.51	1,750.00	668.49	14,055.18	21,000.00	6,944.82	21,000.00
6411 - Water	11,533.80	12,000.00	466.20	45,392.92	48,000.00	2,607.08	48,000.00
Total Utility Expense	12,615.31	13,750.00	1,134.69	59,448.10	69,000.00	9,551.90	69,000.00

Repair and Maintenance Expense

6556 - Janitorial	1,200.00	833.37	(366.63)	9,150.00	10,000.00	850.00	10,000.00
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The Villas of Racine Condominium Association, LTD

Statement of Revenues and Expenses 12/1/2025 - 12/31/2025

	Current Period			Year To Date			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
Operating Expense							
6570 - Asphalt & Concrete	-	7,889.87	7,889.87	86,563.81	94,678.00	8,114.19	94,678.00
6584 - Building Maintenance	6,720.00	4,166.63	(2,553.37)	60,105.42	50,000.00	(10,105.42)	50,000.00
Total Repair and Maintenance Expense	7,920.00	12,889.87	4,969.87	155,819.23	154,678.00	(1,141.23)	154,678.00
Grounds							
6610 - Grounds Maint - Contract	(17,689.37)	-	17,689.37	66,468.69	63,000.00	(3,468.69)	63,000.00
6615 - Pond Maintenance	13,920.00	2,833.37	(11,086.63)	25,080.50	34,000.00	8,919.50	34,000.00
6656 - Snow Removal & Ice Control	6,651.00	9,000.00	2,349.00	52,500.00	45,000.00	(7,500.00)	45,000.00
6678 - Grounds Maint - General	14,061.61	-	(14,061.61)	53,688.24	25,000.00	(28,688.24)	25,000.00
Total Grounds	16,943.24	11,833.37	(5,109.87)	197,737.43	167,000.00	(30,737.43)	167,000.00
Transfer to Replacement Reserve							
6956 - Transfer to Reserve	20,168.50	20,168.50	-	242,022.00	242,022.00	-	242,022.00
Total Transfer to Replacement Reserve	20,168.50	20,168.50	-	242,022.00	242,022.00	-	242,022.00
Total Expense	62,648.25	71,791.74	9,143.49	863,432.18	840,000.00	(23,432.18)	840,000.00
Operating Net Total	8,064.57	(1,791.74)	9,856.31	(10,454.61)	-	(10,454.61)	-

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The Villas of Racine Condominium Association, LTD

Statement of Revenues and Expenses 12/1/2025 - 12/31/2025

	Current Period			Year To Date			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
Reserve Income							
Other Income							
5020 - Replacement Reserve Income	20,168.50	-	20,168.50	242,022.00	-	242,022.00	-
5101 - Interest Income	70.85	-	70.85	6,666.25	-	6,666.25	-
5214 - Capital Contribution Fee	-	-	-	9,800.00	-	9,800.00	-
Total Other Income	20,239.35	-	20,239.35	258,488.25	-	258,488.25	-
Total Income	20,239.35	-	20,239.35	258,488.25	-	258,488.25	-

Reserve Expense

Reserve Expense							
7152 - Roof Replacement	-	-	-	38,310.00	-	(38,310.00)	-
7153 - Painting	43,833.95	-	(43,833.95)	66,059.14	-	(66,059.14)	-
7338 - Asphalt /Concrete Replacement	-	-	-	245,335.00	-	(245,335.00)	-
Total Reserve Expense	43,833.95	-	(43,833.95)	349,704.14	-	(349,704.14)	-
Total Expense	43,833.95	-	(43,833.95)	349,704.14	-	(349,704.14)	-
Reserve Net Total	(23,594.60)	-	(23,594.60)	(91,215.89)	-	(91,215.89)	-
Net Total	(15,530.03)	(1,791.74)	(13,738.29)	(101,670.50)	-	(101,670.50)	-

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Balance Sheet Comparison: November vs December

	Last Month	Current Month	Difference
Current Assets			
CIT Operating	\$51,795.48	\$74,348.58	\$22,553.10
Receivables	\$13,602.68	\$14,503.68	\$901.00
Total Current Assets	\$65,398.16	\$88,852.26	\$23,454.10
Reserves			
Reserve Account	\$116,560.90	\$121,933.65	\$5,372.75
CD Account - CIT - 5% - 05.15.2025	\$263,068.97	\$263,068.97	-
Total Reserves	\$379,629.87	\$385,002.62	\$5,372.75
Total Assets	\$445,028.03	\$473,854.88	\$28,826.85

	Last Month	Current Month	Difference
Liability			
Prepaid	\$17,434.20	\$25,154.20	\$7,720.00
Total Liability	\$17,434.20	\$25,154.20	\$7,720.00
Equity			
Net Profit/Loss	(\$73,994.16)	(\$52,887.31)	\$21,106.85
Retained Earnings	\$501,587.99	\$501,587.99	-
Total Equity	\$427,593.83	\$448,700.68	\$21,106.85
Total Liabilities / Equity	\$445,028.03	\$473,854.88	\$28,826.85

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The Villas of Racine Condominium Association, LTD

Statement of Revenues and Expenses 12/1/2024 - 12/31/2024

	Current Period			Year To Date			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
Operating Income							
Assessment Income							
5001 - Association Dues	66,000.00	66,000.00	-	792,000.00	792,000.00	-	792,000.00
Total Assessment Income	66,000.00	66,000.00	-	792,000.00	792,000.00	-	792,000.00
Other Income							
5043 - Clubhouse Rental	225.00	-	225.00	2,475.00	-	2,475.00	-
5101 - Interest Income	3.31	-	3.31	81.67	-	81.67	-
5118 - NSF Check Fee	-	-	-	70.00	-	70.00	-
5124 - Late Fees	300.00	-	300.00	4,397.57	-	4,397.57	-
5204 - Locks and Keys	-	-	-	150.00	-	150.00	-
5216 - Transfer Fees	660.00	-	660.00	5,280.00	-	5,280.00	-
5218 - Fines	50.00	-	50.00	650.00	-	650.00	-
5235 - Interest on Delinquents	-	-	-	29.76	-	29.76	-
5242 - Maint. Charged to Homeowners	-	-	-	176.40	-	176.40	-
Total Other Income	1,238.31	-	1,238.31	13,310.40	-	13,310.40	-
Total Income	67,238.31	66,000.00	1,238.31	805,310.40	792,000.00	13,310.40	792,000.00

Operating Expense

Clubhouse Expenses

6109 - Pool Services & Supplies	2,520.00	3,333.37	813.37	32,872.52	40,000.00	7,127.48	40,000.00
6119 - Office Expenses	319.70	416.63	96.93	3,803.33	5,000.00	1,196.67	5,000.00
6125 - Accounting Review	-	-	-	-	3,500.00	3,500.00	3,500.00
6133 - Cable/Internet	112.52	108.37	(4.15)	1,288.71	1,300.00	11.29	1,300.00
Total Clubhouse Expenses	2,952.22	3,858.37	906.15	37,964.56	49,800.00	11,835.44	49,800.00

Administrative Expense

6212 - Bank Charges	-	-	-	70.00	-	(70.00)	-
6223 - Income Tax	-	41.63	41.63	2,054.00	500.00	(1,554.00)	500.00
6311 - Management Fee	3,900.00	3,900.00	-	46,800.00	46,800.00	-	46,800.00
6341 - Legal Expense	3,496.50	1,250.00	(2,246.50)	10,950.41	15,000.00	4,049.59	15,000.00
6390 - Miscellaneous Expense	-	313.50	313.50	25.00	3,762.00	3,737.00	3,762.00
6941 - Insurance	(1,421.00)	8,750.00	10,171.00	82,168.32	105,000.00	22,831.68	105,000.00
Total Administrative Expense	5,975.50	14,255.13	8,279.63	142,067.73	171,062.00	28,994.27	171,062.00

Utility Expense

6404 - Utilities	931.47	1,750.00	818.53	16,957.70	21,000.00	4,042.30	21,000.00
6411 - Water	11,121.69	12,000.00	878.31	47,113.66	48,000.00	886.34	48,000.00
Total Utility Expense	12,053.16	13,750.00	1,696.84	64,071.36	69,000.00	4,928.64	69,000.00

Repair and Maintenance Expense

6536 - Building Maint - General	-	-	-	5,600.00	-	(5,600.00)	-
6556 - Janitorial	-	833.37	833.37	7,200.00	10,000.00	2,800.00	10,000.00
6570 - Asphalt & Concrete	-	-	-	71,059.24	35,000.00	(36,059.24)	35,000.00

The Villas of Racine Condominium Association, LTD

Statement of Revenues and Expenses 12/1/2024 - 12/31/2024

	Current Period			Year To Date			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
Operating Expense							
6584 - Building Maintenance	6,310.00	4,166.63	(2,143.37)	72,142.82	50,000.00	(22,142.82)	50,000.00
Total Repair and Maintenance Expense	6,310.00	5,000.00	(1,310.00)	156,002.06	95,000.00	(61,002.06)	95,000.00
Grounds							
6610 - Grounds Maint - Contract	18,868.50	-	(18,868.50)	80,307.75	63,000.00	(17,307.75)	63,000.00
6615 - Pond Maintenance	-	2,000.00	2,000.00	185,774.88	220,000.00	34,225.12	220,000.00
6656 - Snow Removal & Ice Control	-	9,000.00	9,000.00	46,900.00	45,000.00	(1,900.00)	45,000.00
6678 - Grounds Maint - General	-	1,250.00	1,250.00	70,491.25	15,000.00	(55,491.25)	15,000.00
Total Grounds	18,868.50	12,250.00	(6,618.50)	383,473.88	343,000.00	(40,473.88)	343,000.00
Transfer to Replacement Reserve							
6956 - Transfer to Reserve	5,344.83	5,344.87	.04	64,137.96	64,138.00	.04	64,138.00
Total Transfer to Replacement Reserve	5,344.83	5,344.87	.04	64,137.96	64,138.00	.04	64,138.00
Total Expense	51,504.21	54,458.37	2,954.16	847,717.55	792,000.00	(55,717.55)	792,000.00
Operating Net Total	15,734.10	11,541.63	4,192.47	(42,407.15)	-	(42,407.15)	-

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The Villas of Racine Condominium Association, LTD

Statement of Revenues and Expenses 12/1/2024 - 12/31/2024

	Current Period			Year To Date			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
Reserve Income							
Other Income							
5020 - Replacement Reserve Income	5,344.83	-	5,344.83	64,137.96	-	64,137.96	-
5101 - Interest Income	27.92	-	27.92	13,131.88	-	13,131.88	-
Total Other Income	5,372.75	-	5,372.75	77,269.84	-	77,269.84	-
Total Income	5,372.75	-	5,372.75	77,269.84	-	77,269.84	-

Reserve Expense

Reserve Expense							
7296 - Pond Reserve Expense	-	-	-	87,750.00	-	(87,750.00)	-
Total Reserve Expense	-	-	-	87,750.00	-	(87,750.00)	-
Total Expense	-	-	-	87,750.00	-	(87,750.00)	-
Reserve Net Total	5,372.75	-	5,372.75	(10,480.16)	-	(10,480.16)	-
Net Total	21,106.85	11,541.63	9,565.22	(52,887.31)	-	(52,887.31)	-

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The Villas of Racine Condominium Association, LTD

Balance Sheet Comparison: November vs December

	Last Month	Current Month	Difference
Current Assets			
CIT Operating	\$77,007.86	\$98,238.89	\$21,231.03
Checking - Prior Mgmt Company	\$358.70	-	(\$358.70)
Receivables	\$18,879.27	\$23,238.02	\$4,358.75
Total Current Assets	\$96,245.83	\$121,476.91	\$25,231.08
Reserves			
Reserve Account	\$120,256.14	\$145,208.67	\$24,952.53
CD Account - CIT - 5% - 5.16.24	\$250,274.11	\$250,274.11	-
Total Reserves	\$370,530.25	\$395,482.78	\$24,952.53
Total Assets	\$466,776.08	\$516,959.69	\$50,183.61
	Last Month	Current Month	Difference
Liability			
Accounts Payable	\$2,396.95	\$543.50	(\$1,853.45)
Prepaid	\$14,826.10	\$14,903.20	\$77.10
Accrued Expenses	\$15,000.00	-	(\$15,000.00)
Owner Refunds	-	(\$75.00)	(\$75.00)
Total Liability	\$32,223.05	\$15,371.70	(\$16,851.35)
Equity			
Net Profit/Loss	(\$29,805.36)	\$40,972.72	\$70,778.08
Transfer to/from Savings	\$1,060.91	-	(\$1,060.91)
Retained Earnings	\$460,615.27	\$460,615.27	-
Equity	\$2,682.21	-	(\$2,682.21)
Total Equity	\$434,553.03	\$501,587.99	\$67,034.96
Total Liabilities / Equity	\$466,776.08	\$516,959.69	\$50,183.61

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The Villas of Racine Condominium Association, LTD

Statement of Revenues and Expenses 12/1/2023 - 12/31/2023

	Current Period			Year To Date			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
Operating Income							
Assessment Income							
5001 - Association Dues	60,000.00	60,000.00	-	738,324.73	720,000.00	18,324.73	720,000.00
Total Assessment Income	60,000.00	60,000.00	-	738,324.73	720,000.00	18,324.73	720,000.00
Other Income							
5043 - Clubhouse Rental	225.00	-	225.00	4,265.00	-	4,265.00	-
5101 - Interest Income	(5,015.74)	-	(5,015.74)	27.73	-	27.73	-
5118 - NSF Check Fee	40.00	-	40.00	60.00	-	60.00	-
5124 - Late Fees	676.55	-	676.55	676.55	-	676.55	-
5204 - Locks and Keys	30.00	-	30.00	30.00	-	30.00	-
5216 - Transfer Fees	-	-	-	6,510.00	-	6,510.00	-
5218 - Fines	-	-	-	150.00	-	150.00	-
5222 - Legal Income	2,341.35	-	2,341.35	2,341.35	-	2,341.35	-
5233 - Transfer of Ownership Fee	-	-	-	600.00	-	600.00	-
5242 - Maint. Charged to Homeowners	6,722.19	-	6,722.19	6,907.19	-	6,907.19	-
5253 - Late Fees	-	-	-	1,400.00	-	1,400.00	-
5423 - Insurance Claim Income	-	-	-	3,105.27	-	3,105.27	-
Total Other Income	5,019.35	-	5,019.35	26,073.09	-	26,073.09	-
Total Income	65,019.35	60,000.00	5,019.35	764,397.82	720,000.00	44,397.82	720,000.00

Operating Expense

Clubhouse Expenses

6109 - Pool Services & Supplies	-	-	-	26,090.79	23,000.00	(3,090.79)	23,000.00
6119 - Office Expenses	143.08	-	(143.08)	143.08	-	(143.08)	-
6126 - Paint	-	-	-	163.73	-	(163.73)	-
6128 - Water Shut Off	-	-	-	15,076.90	-	(15,076.90)	-
6132 - Clubhouse Improvements	-	-	-	12,862.49	-	(12,862.49)	-
6133 - Cable/Internet	-	108.37	108.37	1,285.67	1,300.00	14.33	1,300.00
Total Clubhouse Expenses	143.08	108.37	(34.71)	55,622.66	24,300.00	(31,322.66)	24,300.00

Administrative Expense

6210 - Accounting	-	291.63	291.63	2,275.00	3,500.00	1,225.00	3,500.00
6212 - Bank Charges	20.00	-	(20.00)	85.00	-	(85.00)	-
6223 - Income Tax	-	-	-	363.00	500.00	137.00	500.00
6311 - Management Fee	1,719.01	3,750.00	2,030.99	45,450.00	45,000.00	(450.00)	45,000.00
6312 - Office Supplies	1,049.69	416.63	(633.06)	6,901.40	5,000.00	(1,901.40)	5,000.00
6341 - Legal Expense	2,216.49	1,500.00	(716.49)	19,843.25	18,000.00	(1,843.25)	18,000.00
6390 - Miscellaneous Expense	-	163.50	163.50	3,148.54	1,962.00	(1,186.54)	1,962.00
6941 - Insurance	34.33	-	(34.33)	99,442.68	62,000.00	(37,442.68)	62,000.00
Total Administrative Expense	5,039.52	6,121.76	1,082.24	177,508.87	135,962.00	(41,546.87)	135,962.00

Utility Expense

6404 - Utilities	-	1,750.00	1,750.00	21,376.98	21,000.00	(376.98)	21,000.00
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The Villas of Racine Condominium Association, LTD

Statement of Revenues and Expenses 12/1/2023 - 12/31/2023

	Current Period			Year To Date			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
Operating Expense							
6411 - Water	(4,569.98)	-	4,569.98	45,860.46	60,000.00	14,139.54	60,000.00
Total Utility Expense	(4,569.98)	1,750.00	6,319.98	67,237.44	81,000.00	13,762.56	81,000.00
Repair and Maintenance Expense							
6507 - Building Maint - Downspouts	-	-	-	54,616.75	-	(54,616.75)	-
6536 - Building Maint - General	-	3,333.37	3,333.37	97,962.85	40,000.00	(57,962.85)	40,000.00
6556 - Janitorial	-	833.37	833.37	6,450.00	10,000.00	3,550.00	10,000.00
6570 - Asphalt & Concrete	-	-	-	83,704.40	-	(83,704.40)	-
Total Repair and Maintenance Expense	-	4,166.74	4,166.74	242,734.00	50,000.00	(192,734.00)	50,000.00
Grounds							
6610 - Grounds Maint - Contract	-	-	-	57,660.75	62,760.00	5,099.25	62,760.00
6615 - Pond Maintenance	-	-	-	42,402.54	15,000.00	(27,402.54)	15,000.00
6656 - Snow Removal & Ice Control	-	10,400.00	10,400.00	26,937.00	52,000.00	25,063.00	52,000.00
6678 - Grounds Maint - General	-	-	-	58,646.38	-	(58,646.38)	-
Total Grounds	-	10,400.00	10,400.00	185,646.67	129,760.00	(55,886.67)	129,760.00
Transfer to Replacement Reserve							
6956 - Transfer to Reserve	24,914.83	24,914.87	.04	298,978.05	298,978.00	(.05)	298,978.00
Total Transfer to Replacement Reserve	24,914.83	24,914.87	.04	298,978.05	298,978.00	(.05)	298,978.00
Total Expense	25,527.45	47,461.74	21,934.29	1,027,727.69	720,000.00	(307,727.69)	720,000.00
Operating Net Total	39,491.90	12,538.26	26,953.64	(263,329.87)	-	(263,329.87)	-

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Statement of Revenues and Expenses 12/1/2023 - 12/31/2023

	Current Period			Year To Date			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
Reserve Income							
Other Income							
5020 - Replacement Reserve Income	24,914.83	24,914.87	(.04)	297,917.14	298,978.00	(1,060.86)	298,978.00
5101 - Interest Income	10,316.55	-	10,316.55	10,330.65	-	10,330.65	-
Total Other Income	35,231.38	24,914.87	10,316.51	308,247.79	298,978.00	9,269.79	298,978.00
Total Income	35,231.38	24,914.87	10,316.51	308,247.79	298,978.00	9,269.79	298,978.00
Reserve Expense							
Administrative Expense							
6213 - CD - Early Close Penalty and Lost Interest	3,945.20	-	(3,945.20)	3,945.20	-	(3,945.20)	-
Total Administrative Expense	3,945.20	-	(3,945.20)	3,945.20	-	(3,945.20)	-
Reserve Expense							
7118 - Entrance Signs	-	833.37	833.37	-	10,000.00	10,000.00	10,000.00
7126 - Grounds Maint - General	-	4,998.13	4,998.13	-	59,978.00	59,978.00	59,978.00
7135 - Building Maint - Downspouts	-	3,750.00	3,750.00	-	45,000.00	45,000.00	45,000.00
7326 - Clubhouse Improvements	-	830.13	830.13	-	9,962.00	9,962.00	9,962.00
7338 - Asphalt /Concrete Replacement	-	7,333.37	7,333.37	-	88,000.00	88,000.00	88,000.00
Total Reserve Expense	-	17,745.00	17,745.00	-	212,940.00	212,940.00	212,940.00
Total Expense	3,945.20	17,745.00	13,799.80	3,945.20	212,940.00	208,994.80	212,940.00
Reserve Net Total	31,286.18	7,169.87	24,116.31	304,302.59	86,038.00	218,264.59	86,038.00
Net Total	70,778.08	19,708.13	51,069.95	40,972.72	86,038.00	(45,065.28)	86,038.00

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